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**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 11-66-110
BETWEEN THE COUNTY OF GLOUCESTER AND THE DELAWARE VALLEY
REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$125,000 FOR THE
GLOUCESTER COUNTY SOUTH JERSEY TRANSIT EXPANSION FRAMEWORK
STUDY**

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter "DVRPC") has received funds from the New Jersey Department of Transportation (hereinafter "NJDOT") for the Gloucester County South Jersey Transit Expansion Framework Study (hereinafter the "Study") as part of the DVRPC FY12 Work Program; and

WHEREAS, the DVRPC desires to have the County of Gloucester (hereinafter the "County"), through its Planning Department, undertake and prepare the Study under and pursuant to the terms and conditions of the attached Agreement No. 11-66-110 (hereinafter the "Agreement"); and

WHEREAS, the Agreement provides for funding from the DVRPC in the sum of \$100,000 for the County to undertake and complete the Study; and

WHEREAS, the Agreement provides that the County shall contribute services in-kind in the sum of \$25,000.00 to undertake and complete the Study; and

WHEREAS, the County intends to enter into an agreement for Planning Consultant services with Group Melvin Design in the not to exceed amount of \$100,000.00, to assist the County Planning Department with preparation of the Study; and

WHEREAS, the County's Planning Department has the expertise, with the assistance of the said outside Planning Consultant, to provide the services as required in the Agreement to undertake and complete the Study; and

WHEREAS, no Certificate of Availability of Funds is required regarding the Agreement, because the amount being contributed to completion of the Study is in the form of in-kind services; and

WHEREAS, the Board of Chosen Freeholders of the County desires to enter into the Agreement, as the Study will benefit the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The Director, and Clerk of the Board, be and hereby are authorized and directed to execute Contract No. 11-66-110 attached hereto by and between the DVRPC and the County regarding preparation of the Study, and the funding of same by the DVRPC in an amount not to exceed \$100,000 and the funding of same by the County through in-kind services in an amount equal to \$25,000.00; and
2. This Resolution shall be effective immediately upon passage.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the county of Gloucester held on Wednesday, December 28, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



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BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207
lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

New Jersey Relay Service - 711
Gloucester County Relay Service
(TTY/TTD) -- (856)848-6616

TO: Rick Westergaard

DEPARTMENT: Public Works / Planning

GRANT TITLE: South Jersey Transit Expansion Vision Plan

DATE: December 15, 2011

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed
Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]

Grants Coordinator

FREEHOLDER MEETING: December 28, 2011

December 1, 2011

Mr. Richard Westergaard

Planning Director
The County of Gloucester, NJ
Gloucester County Administration Building
1200 N. Delsea Drive
Clayton, NJ 08312

Project Number: 11-66-110
Project Title: South Jersey Transit Expansion Vision Plan

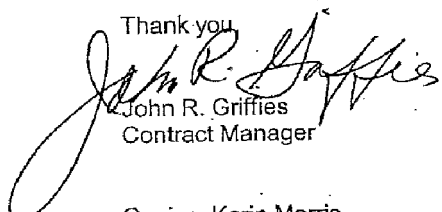
Dear Mr. Westergaard:

Enclosed are two copies of an agreement between The Delaware Valley Regional Planning Commission (DVRPC) and **The County of Gloucester, NJ** for your review. Please have both copies signed and return them to my attention at DVRPC. I will then forward a fully executed copy to you for your files.

If you are a for-profit entity please provide a current insurance certificate indicating liability and workmen's compensation coverage. Please contact Karin Morris at DVRPC for assistance and guidance concerning the start of this project.

If you have any questions regarding the contract or would like to discuss the agreement, please call me at 215-238-2925.

Thank you


John R. Griffies
Contract Manager

Copies: Karin Morris

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$125,000

No. 11-66-110

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2010, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

The County of Gloucester, NJ, located at Gloucester County Administration Building, 1200 N. Delsea Drive, Clayton, NJ 08312 hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$100,000	Federal Highway Administration	07/01/2010

WHEREAS, the CONTRACTOR will perform certain services under this Agreement in connection with Project No. 11-66-110, South Jersey Transit Expansion Vision Plan, in the COMMISSION's FY 2011 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the CONTRACTOR is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's CONTRACTOR Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, A Proposal submitted by Group Melvin Design entitled "Gloucester County South Jersey Transit Expansion Framework Study. This proposal was submitted to the CONTRACTOR on September 7, 2011, and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$125,000 funded as shown by the following:

Funds Provided by Agencies: \$100,000.00

CONTRACTOR Local Match: \$25,000.00

CONTRACTOR Match for COMMISSION: \$0.00

Commission Contribution:

Other Contributions:

Total Amount: \$125,000

Section 3: Method of Payment

3.1 The work to be performed by the CONTRACTOR shall be on a cost-reimbursable basis with progress payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 CONTRACTOR's spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable a Task Budget

shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the CONTRACTOR shall not exceed One Hundred Thousand Dollars (\$100,000.00). The CONTRACTOR understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the CONTRACTOR, or his or her designee, shall be the authorized agent to act on behalf of the CONTRACTOR in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

Section 5: Time of Performance

5.1 The CONTRACTOR shall commence work upon the agreement date of the contract. The CONTRACTOR shall complete work on the PROJECT no later than June 30, 2012.

Section 6: Coordination and Cooperation

6.1 The CONTRACTOR agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The CONTRACTOR understands that the services to be provided by the

CONTRACTOR form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Special Conditions

The Standard Articles of Agreement, Exhibit "B" hereto are hereby modified as follows:

Change 7.1

In Article 1.7- The first sentence shall read: The CONTRACTOR is required to submit a quarterly summary progress report to the COMMISSION no later than thirty (30) days after the close of the preceding quarter.

Change 7.2

Article 6.1- Invoices shall be submitted on a quarterly basis with all invoices submitted with an attached progress report. The final invoices for this project must be submitted no later than August 15, 2012 or payment cannot be assured.

Billing Summary by Task is deleted.

Change 7.3

No costs for services subcontracted by the CONTRACTOR will be allowed until the subcontractor's selection documentation and detailed budget are received and approved by the COMMISSION.

Change 7.4

Detailed invoices must be received for all subcontractor costs.

IN WITNESS WHEREOF, the COMMISSION and the CONTRACTOR have executed
this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:


DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour
Executive Director

Date _____

ATTEST:

THE COUNTY OF GLOUCESTER, NJ 

(SEAL)

By: _____
Gloucester County, NJ

Date _____

Federal Information:
Type of Grant: FHWA Grant
Grant Number: 20.205
Federal Funds: \$100,000.00

SCOPE OF SERVICES

The County of Gloucester, NJ

A Proposal submitted by Group Melvin Design entitled " Gloucester County South Jersey Transit Expansion Framework Study. This proposal was submitted to the CONTRACTOR on September 7, 2011

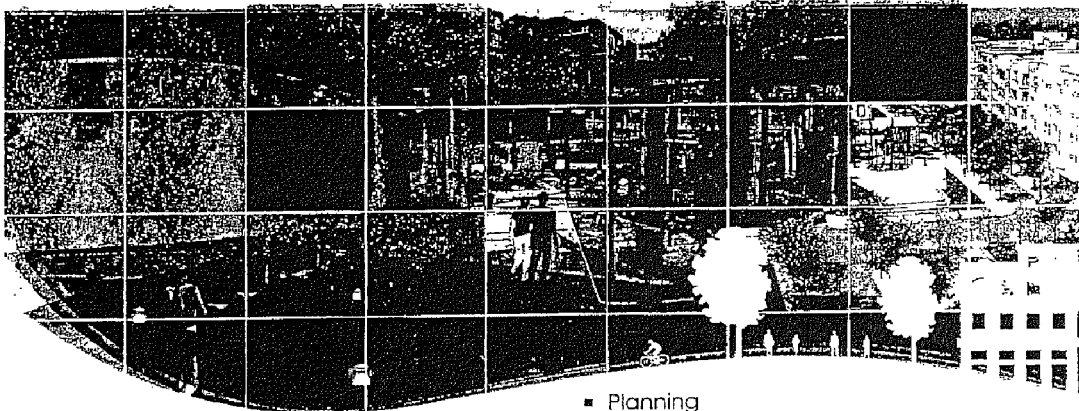
Exhibit A

11.66.110

3 South Broad Street, Suite 3C
Woodbury, NJ 08096

t. 856.251.9989 f. 856.202.8007
www.groupmelvindesign.com

GROUPmelvinDESIGN



- Planning
- Urban Design
- Community Development

Request for Proposals:

**Gloucester County South Jersey
Transit Expansion Framework Study**

Prepared for:
County of Gloucester

GROUPmelvinDESIGN

September 7, 2011

Pete Mercanti, Director
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

**Re: Request for Proposals:
Gloucester County South Jersey Transit Expansion Framework Study
RFP # 011-050**

Dear Mr. Mercanti:

We are pleased to submit a proposal for Planning Services for the South Jersey Transit Expansion Framework Study for Gloucester County.

GROUPmelvinDESIGN is a planning and urban design firm known for smart growth solutions, sustainable community development and redevelopment, and a history of municipal planning in New Jersey. Since our inception, we have worked with public and private entities across the State creating Master Plans, conceptual site plans, TOD planning, Town Center design, conventional zoning and land use ordinances, design guidelines and several Form-Based Codes. Through our work as Municipal and Planning Board Planners, we help communities implement those plans and codes through plan review, Redevelopment, and ordinance revisions. GROUPmelvinDESIGN is also a Category 2 approved Small Business Enterprise.

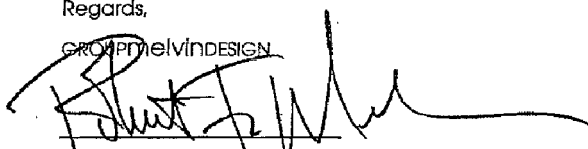
Joining us in this submission as a sub-consultant is The Louis Berger Group. LBG's experience in transportation and infrastructure planning and engineering spans the globe and includes decades of experience in multi-modal projects. Brent Barnes, AICP/PP, former NJDOT Director of Statewide Planning, will be assisting the Team using his experience with the Mobility and Community Form Initiative that combines land use and circulation into comprehensive planning practices.

Collectively, our Team has a solid understanding of land use, community character, and transportation trends and best practices in Gloucester County, in New Jersey, and beyond. We assist communities from evaluation, to analysis, to plan, to regulation, through implementation.

Thank you for the opportunity to present our proposal and qualifications. Should you have any questions, or require additional information, please contact me at 856.251.9989 ext. 235 or via email at melvin@groupmelvindesign.com.

Regards,

GROUPmelvinDESIGN



Robert F. Melvin, AICP/PP
Principal

3 South Broad Street Suite 3C • Woodbury, New Jersey 08096
p 856.251.9989 • f 856.202.8007
www.groupmelvindesign.com

E. The proposed Gloucester County South Jersey Transit Expansion project will not only improve commuter options to and from Philadelphia, Camden, and Trenton, it will also enhance intra-region travel, linking residents with employment, education, retail, and entertainment nodes along its corridor. DVRPC and Gloucester County are working together to establish a snapshot of how the corridor and the affected communities are prepared for the expansion. This gives the communities with proposed stations time to anticipate the issues and capitalize on the opportunities before rail service arrives and gives the County the ability to prioritize planning and investments on a regional scale.

Each of the seven municipalities with proposed stations will face both challenges and opportunities with the reintroduction of rail service, some shared between the communities, others unique. These communities already share well-traveled bus lines running parallel to the rail, including the 401, 402, 408, 410, and 412. While these lines are heavily used for morning and evening commutes into Philadelphia, with parking lots such as the CVS in Woodbury used as a de facto "park and ride," they also carry students to Rowan University, patients and staff to Underwood Hospital, and residents throughout the region to their day-to-day destinations. Some of the towns have already begun redevelopment and revitalization planning, such as Woodbury and Glassboro, which will help to reinforce and encourage the demand for transit in those communities. Phasing of the line may also put unique medium-term pressures, such as demand for parking, on the stations further north until the rail line is completed.

It will be important for the Consultant to understand both the places that the new transit will impact as well as how the line will be implemented and operated. While decisions haven't yet been made about exact station locations, we can learn from the DRPA's Initial study, as well as experiences of the RiverLINE and its interaction with heavy freight rail, what the limitations and physical installation of these stations might be like. It will be important to have a realistic picture and sound understanding of the potential implementation not only for the project documentation but also as we approach the community and become ambassadors of the rail expansion. It will be critical to work closely with DRPA and NJTransit early on in the process to have a thorough understanding of the parameters that have already been established for this undertaking.

The community outreach will be essential not only to informing the project, but also to the continued work of the DRPA and NJTransit in gaining support from the municipalities along the rail line. While it will be important to involve all seven municipalities, we think that it is not critical to make each public workshop an exclusive event. Instead, dividing the workshops over different days and times may ensure more participation by a more diverse group of stakeholders.

Participants from the community will assist the team with an institutional knowledge that can only come from their decades and lifetimes of walking, driving, and bicycling the streets of these towns. For example, environmental constraints can be mapped from FEMA data, topography, brownfields, and other NJDEP GIS layers, however, residents can quickly tell you which buildings might have housed auto-repair shops that are now long gone, or where the flooding regularly occurs around the potential stations. The community workshops will be an opportunity to collect data as well as impressions and perceptions about the potential of Station Areas.

It is evident from this Request for Proposals that the County and DVRPC have a clear methodology outlined to assess readiness around Station Areas. Group Melvin Design's knowledge of and proximity to the corridor will help us to assemble a thorough assessment and test some of that comprehension through our interaction with the community. It is possible that this process will not only reveal the issues and opportunities for communities to address, but also to identify the challenges that the rail expansion project may face along the corridor. Given the intrinsic linkage between land use and circulation, we have invited Brent Barnes to join our team. Brent's previous work at both NJTransit and NJDOT will give the team incredible insight into infrastructure planning and relationships with decision makers at the State will help us provide a realistic picture of transit readiness at the local and county level.

C. Following is our approach to the proposed scope of work. We understand that prior to contract execution, there may be a need to revise the scope based on the County and DVRPC's input and feedback.

1.0 Start-up and Coordination

1.1 Preparation with County

During this first task, the Consultant will work closely with the County Planning Department contact to establish the framework for the overall process, project communication, schedule, public outreach, and form the Study Advisory Committee. While a kick-off meeting with Planning staff and DVRPC will initiate the process, the Consultant will also work prior to and following the meeting to revise the work schedule, prepare an outreach and communications strategy, and catalog the data and information received and needed for the process. The outreach and communications strategy will set forth the process and protocol for keeping the Client, Study Advisory Committee, and Public informed during the project. While it is critical to have a transparent and open flow of information, it is also important to have a coordinated and controlled method for distributing information to the appropriate parties in a timely manner. Additionally, while project updates to the Client, DVRPC, and the Study Advisory Committee will likely come from the Consultant, public announcements including web and print bulletins should come from the County.

1.2 Study Advisory Committee Meetings (5)

We propose five meetings with the Study Advisory Committee at key points during the process. The Consultant will schedule the meetings based on a polled date and time that meets members schedule to the best of our abilities. To keep the project on schedule, members that cannot attend should be instructed to send a representative in their place. We ask that the County host the meeting at their facilities. The Consultant will provide advance meeting agendas to the Study Advisory Committee alerting them to the decision points in the upcoming meeting. The Consultant will also provide materials for review in advance to the Committee.

1.3 Gloucester County Planning Board Meeting

We propose presenting to the Gloucester County Planning Board during the first month of the project schedule in order to not only notify the Board, but also to get input and feedback about the proposed process. We expect that the Planning Board may have suggestions on stakeholder participation, available data, meeting locations, and outreach strategies.

2.0 Baseline Conditions and Regulatory Context

2.1 Data Collection and Research

During this task, the Consultant will primarily gather the mapping and data resources related to each of the 11 Station Areas. This will include, but is not limited to, base mapping files such as road and highway centerlines, parcels, rail alignments, environmental features, land use, zoning maps, and historic designations; Census data for 1990, 2000, and 2010 (filling in with American Community Survey data where needed); and relevant plans, studies, regulations, and planned developments to be reviewed in task 2.3. Base maps will be created for each of the Station Areas at the same scale for ease in comparison, primarily illustrating approximately a half-mile radius around each potential station location.

2.2 Field Reconnaissance

Site visits will be conducted for each of the Station Areas to examine in detail the on the ground conditions including land use and occupancy, building and site condition, existing infrastructure, and activity. The Station Areas will be documented through photographs and the data collected will influence the base mapping compiled in task 2.1.

2.3 Review Relevant Plans, Studies, and Regulations

The Consultant will review previous planning efforts for each of the municipalities and Station Areas. These efforts will include Master Plans, Redevelopment Plans, Land Development Ordinances, and development applications, as well as any Infrastructure plans at the local, county, and state level. For example, we know that NJDOT is planning to re-stripe Route 45 through Woodbury to reduce the travel to one lane in either direction with a left turn lane and north and south bound bicycle lanes. Studies for this project potentially examined the impact of traffic on side streets and cross streets that may influence the station locations in Woodbury.

2.4 Stakeholder Interviews (12)

We propose to conduct the Stakeholder Interviews within the first few months of the project in order to gain critical support and information early on in the process. The Consultant will conduct twelve interviews with individuals and groups that are essential to the understanding of the project areas. Primarily, these interviews should happen in a short time, over 1-2 days to increase the efficiency of the process as well as not inadvertently showing preference to one interviewee over another. We will rely on the Client to assist the Consultant in scheduling these interviews. We understand that some interviews, such as those with state agencies, may need to happen outside of the context of the 1-2 day period.

2.5 Baseline Conditions Memorandum

We will compile all of the information gleaned through tasks 2.1 to 2.4 into a memorandum to the Study Advisory Committee. The memo will include the base maps created for each station area, the overall corridor, as well as a synopsis of the relevant reports and studies reviewed. Stakeholder interview results will be presented as a compiled collection of statements, none attributed to their author in order to allow their comments to remain anonymous.

3.0 Community Workshops

3.1 Workshop Preparation

The Consultant will prepare all of the presentations, activities, and materials for the community workshops. This will include a short introductory powerpoint, program with workshop agenda, materials for the interactive workshop portion, and logistical items such as flyers, web and print announcements, sign-in sheets, and feedback forms that give all participants a chance to leave us with a last word, comment, or question. Base mapping will be plotted at large scales to create opportunities for displays on easels as well as table sized maps for drawing and making notes. Carefully crafted activities will be outlined by the Consultant and vetted through the Study Advisory Committee to ensure that we are well prepared for each Workshop.

3.2 Conduct Community Workshops (6)

The Community Workshop portion of this project creates an opportunity for engaging, interactive participation by the public. Each workshop will start with an introduction by the Client or a member of the Study Advisory Committee followed by a short presentation of the project goals and process. The presentation will close with an explanation of the night's activities as well as a timed agenda to let participants know how the evening will progress. Following the presentation, the remainder of the event will be an interactive workshop. The goal of these workshops is to gather information, impressions, and perceptions of the Station Areas, not to provide a forum for debating the merits of public transit. As such, the Consultant will conduct a series of planned activities that ask pointed questions and ask participants to work in small groups to identify the issues and opportunities in the specified Station Areas.

Study Advisory Committee members may be drafted and given a short training to act as facilitators and ensure participants stay on task as they review maps and aerial photographs of Station Areas at each table. Each activity will be timed and participants asked to move from table to table to keep the conversations lively and moving. The workshops will close with short presentations from some of the working groups to allow participants to see what their fellow community members discovered.

Instead of conducting a workshop in each municipality that only focuses on the Station Areas in that town, we propose hosting six workshops that span multiple Station Areas. Workshops will be held at various times of day and on different days to maximize the availability of participants. Working with the Study Advisory Committee, we will create a strategy that duplicates meetings 2-3 times and covers a larger area, potentially held in different communities. While evening meetings are great for those who work during the day, afternoons (before school lets out) are good for moms and dads who work from home and for seniors. Saturdays may allow business owners to participate and to bring out those who are busy during the week.

3.3 Summarize Workshop Outcomes

Following the series of Workshops, the Consultant will create a summary memorandum of the workshop outcomes. We will distribute the memo to the Study Advisory Committee for their review.

4.0 TOD-Readiness Assessment

4.1 Conduct Assessment

The Consultant will utilize the information collected and the DVRPC methodology for assessing TOD readiness in each Station Area. While the GMD staff has proximity and knowledge of the Station Areas, Brent Barnes helped to develop the NJTransit readiness assessment during his tenure there and will be a great asset to the Team during this task. The Consultant will document their process to the fullest extent possible to assist DVRPC with assessing the results.

4.2 Prepare TOD Scorecard

The TOD Scorecard will be the deliverable for this set of tasks. The Consultant will utilize the DVRPC "TOD Scorecard" to document the TOD Readiness of each Station Area. The Consultant will also outline a series of next steps for each Station Area as a result of the Scorecard. The Scorecards and suggested next steps will be submitted to the Study Advisory Committee for their feedback to incorporate into the draft report.

5.0 Report Preparation

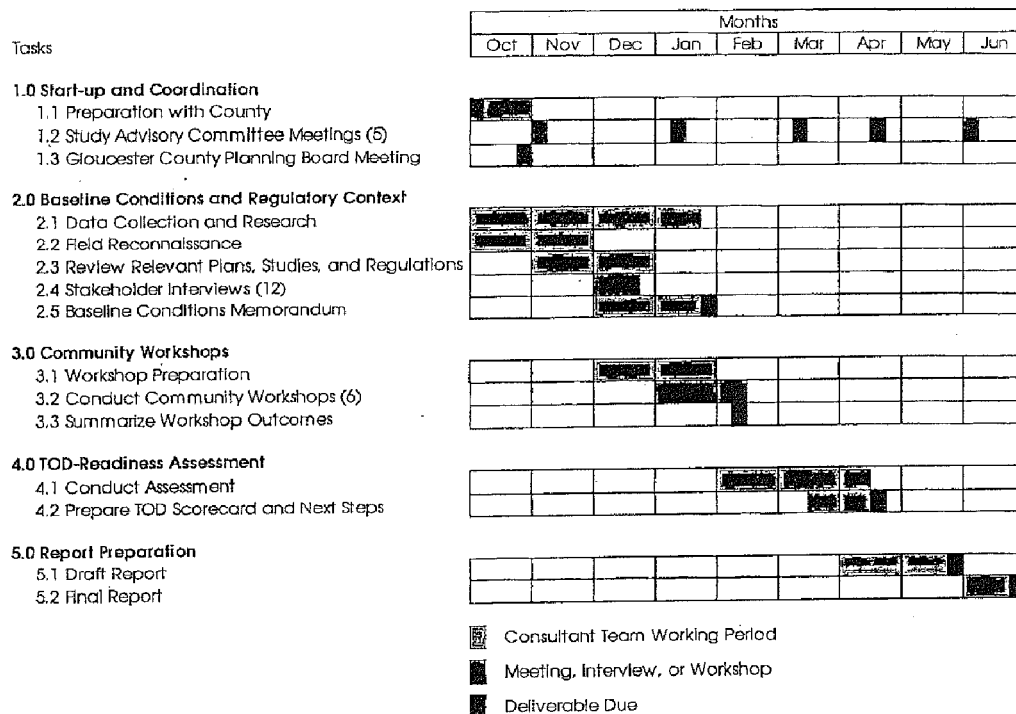
5.1 Draft Report

The Consultant will compile the baseline data, community workshop summary, and the outcomes from the TOD-Readiness assessment and Scorecard into one draft document. The report will include graphics in the form of photos, charts, tables, maps, and diagrams to illustrate the process and project. The draft document will include the suggested next steps as a list of prioritized actions and potential partnerships to act as a guide for each municipality. Physical copies will be provided (up to 20) for the Study Advisory Committee, County, and DVRPC for their review. Additional electronic copies can be made available as needed.

5.2 Final Report

The final document will incorporate feedback from the Study Advisory Committee. Printed copies (up to 30) will be provided for the Study Advisory Committee, County, DVRPC, and to each of the participating municipalities for their libraries. An electronic copy should be provided on the websites of the municipalities, County, and DVRPC for the public to review.

E. Below is a proposed timeline for completing the scope of work. While the RFP stated that it would a 12-month project, provided that contracts can be executed quickly, we propose that the project start in October and be completed by June of 2012 to meet the requirements of the TCDI grant timeline. If the County has arranged for an extension of the grant funding, we can revisit and revise the timeline.



A. GROUPmelvinDESIGN has its sole office at 3 S Broad St Ste 3C, Woodbury, New Jersey 08096. All services will be provided from this office. Robert Melvin is the founder and principal and is the main contact: 856.251.9989 extension 235 and melvin@groupmelvindesign.com.

B. GROUPmelvinDESIGN was established on April 1, 2008, is just over three years old, and was born of a previous five-year long partnership, melvin | kernan development strategies. GMD is a sole proprietorship. GMD has had, on average, seven employees per year over the past three years.

J. GROUPmelvinDESIGN is located in the heart of the City of Woodbury in Gloucester County. The staff is readily available for meetings, conferences, training, and emergency response at the County's facilities.

C. GROUPmelvinDESIGN advances the practice of building and maintaining healthy, thriving communities through our focus on planning, urban design, landscape architecture, historic preservation, visioning, community development and redevelopment for public and private sector clients. GROUPmelvinDESIGN recognizes the key elements necessary for a healthy thriving community and offers planning and implementation solutions that promote environmentally, economically, and socially sustainable places.

GROUPmelvinDESIGN has a strong history of assisting municipalities to realize their vision for smart growth. Through our work for New Jersey municipalities such as Newark, Montclair, Woolwich, and Woodbury, for state agencies such as the Highlands and the Municipal Land Use Center, and for private developers we have completed conceptual development plans, redevelopment plans, Form-Based Code open space and recreation plans, strategic stormwater design and management plans, land development ordinances, site plan review, and affordable housing master plans.

In a remarkable municipal achievement, GROUPmelvinDESIGN completed the planning documents necessary for the implementation of a 1700-acre mixed-use, walkable new town predicated on transfer of development rights along the Route 322 corridor in Woolwich Township, Gloucester County. This TDR plan is the first completed of its kind in the state of New Jersey and has become a model submission for other municipalities looking for a sustainable approach to growth in their community. The project has received Plan Endorsement from the State Planning Commission.

Our work in neighborhood, transit-oriented development, and town center plans in the region has allowed us to assist private developers as well as public entities, such as the Newark Housing Authority, with community visioning, conceptual master plans, form-based design codes, and strategic action plans for implementation. For the 212-acre North Brunswick Transit Village, GROUPmelvinDESIGN is working with a private developer to establish an implementation strategy that will facilitate a new town center for North Brunswick. This mixed-use plan, anchored by a potential NJ Transit Rail Station, is a departure from traditional development in the Township. GROUPmelvinDESIGN is assisting the client as they work with the Township to establish the regulatory framework to begin development.

Currently, GMD is working on a ground-breaking Master Plan element for Montclair, New Jersey in collaboration with the Municipal Land Use Center. We were hired to create the State's first Unified Land Use and Circulation Master Plan Element. This Element will finally bring together land use and transportation planning into one process and product. Funded through NJ DOT, the project aims to recognize the consequence of the history of planning each element independently, as planning for transportation is by default land use planning and vice versa.

Key to smart growth solutions is strategic community outreach and visioning techniques. The very notion of change and introduction of new concepts demand careful consideration of stakeholder concerns and strategic delivery of information. To that end, GROUPmelvinDESIGN makes creative and effective community outreach a priority. Techniques include interactive workshops for youth and adults, written and visual surveys, one-on-one stakeholder interviews, focus group sessions, PowerPoint presentations, walking and bus tours, open house sessions, among other approaches. Approaches are tailored to the unique context of each project and individual Client needs.

Prior to the formation of GROUPmelvinDESIGN, *Robert Melvin* was known for his work as the municipal planner in charge of the design and implementation of New Jersey's first new town center located in Washington Township, Mercer County. The award winning project has become a model for sustainable community building. GROUPmelvinDESIGN, established in 2008, is a multi-disciplinary firm that grew from a previous partnership known as melvin | kernan development strategies.

C. Three staff members from GMD will be assigned to this project, below are their abbreviated qualifications and assigned responsibilities. Please see their resumes and license in the following pages for more information.

Robert Melvin, Principal and Owner of GROUPmelvinDESIGN will be the principal-in-charge of this project and oversee all work. Mr. Melvin is a licensed professional planner in the State of New Jersey and holds a Master's degree in City Planning and Urban Design from the University of Pennsylvania. Mr. Melvin was both Director of Planning for Washington Township, Mercer County, and project manager in charge of the design and development of the award winning *Washington Town Center*, cited as the first "New Town" in the State of New Jersey to be fully designed and positioned for development by a municipality in partnership with the development community since WWII. Mr. Melvin has spoken widely throughout the United States about smart growth, sustainable development and neo-traditional design, subjects he is considered an expert.

Project Management, client contact, and sub-consultant supervision will be provided by **Martha Cross, Director of Design**. Ms. Cross holds a professional degree in architecture from Carnegie Mellon where she focused on the design and research of sustainable buildings and communities. Her advanced degree in planning from the University of Pennsylvania allowed her to increase her urban design expertise. Ms. Cross has eight years of experience in planning and urban design and has been with GROUPmelvinDESIGN since its inception in 2008, having worked with Mr. Melvin since 2007. In her current position, she is responsible for oversight of all design and production in the firm. Additionally, Ms. Cross leads the Design Studio and manages urban design and planning projects in the firm for both the public and private sector. Previously, Ms. Cross worked for Hillier Architecture (now RMJM) in the Urban Design Group. Her projects ranged from small site concept design to larger mixed-use communities and urban redevelopment plans to international new town design.

Mr. Melvin and Ms. Cross's efforts will be supported primarily by Urban Design Studio member **Ben Bryant**. Mr. Bryant is a graduate of the Master in City Planning Program from the University of Pennsylvania and has been with the firm for over two years. Ben will be responsible for coordinating the field reconnaissance, creating the maps and graphics for the public workshops, and producing the draft and final report layouts and content.

Robert F. Melvin, AICP/PP - Principal

Professional Planner, State of New Jersey, License No. 04018

Member American Planning Association

Member American Institute of Certified Planners

Member of the Board of Directors, New Jersey

Chapter Congress for the New Urbanism

University of Pennsylvania, Philadelphia, PA

Master of City Planning with Certificate in Urban Design
Colgate University, Hamilton, NY
B.A., History, 1980
Institute for Architecture and Urban Studies, New York, NY
26 years experience
Adjunct Instructor - Sustainability in Planning
Rowan University

Martha Cross, AICP/ LEED AP - Director of Design

Certified by American Institute of Certified Planners
Leadership in Energy and Environmental Design
Accredited Professional
University of Pennsylvania, 2003
Master of City Planning
Carnegie Mellon University, 1998
Bachelor of Architecture
American Planning Association -Pennsylvania Chapter Southeast Section
Board Vice Chair + Professional Development Institute Chair
First Year Workshop Instructor
Department of City Planning
University of Pennsylvania

Ben Bryant - Planning Analyst

University of Pennsylvania, Philadelphia, PA
Master of City Planning with Certificate in Urban Design, 2009
Gettysburg College
B.A., Japanese Studies, 2003
Assistant Studio Instructor - Urban Design Visions for Aruba
Department of City and Regional Planning
University of Pennsylvania
Instructor - Introduction to Computer Graphics
Department of City and Regional Planning
University of Pennsylvania



Our five-person staff is comprised of planners and urban designers with a dedication to building and sustaining vibrant communities. We are licensed planners, LEED accredited designers, and National Charrette Institute certified visioning professionals. Staff commitment to the principles of sustainability and smart growth has resulted in plans and projects that have received state, regional and national recognition. Adherence to the principles of sustainability is also reflected in our personal choices, from our office location, to our commuting, to the communities where we choose to live.

Robert Melvin, AICP/PP, Principal

Martha Cross, AICP, LEED AP, Director of Design

Michael Mueller, AICP/PP, Professional Planner

Ben Bryant, Planning Analyst

GROUPmelvinDESIGN



Robert Melvin is a licensed professional planner in the State of New Jersey and Principal of Group Melvin Design. Under Bob's leadership, Group Melvin Design completed a Transfer of Development Rights plan based on neo-traditional design and sustainable principles for Woolwich Township, New Jersey. The plan is the first TDR plan adopted under the 2004 statewide TDR enabling legislation and the first such plan to receive Plan Endorsement from the State Planning Commission. In his previous position as Director of Planning for Washington Township, Mercer County, Bob was responsible for planning and facilitating implementation of Washington Town Center, cited as the first "New Town" in the State of New Jersey since WWII to be fully designed and positioned for development by a municipality in partnership with the development community. Today, construction of the New Town is nearly completed. Bob holds a Masters degree in City Planning and Urban Design from the University of Pennsylvania. He is a founding member of the New Jersey Chapter of the Congress for the New Urbanism and has spoken widely throughout the United States about smart growth, sustainable development and neo-traditional design, subjects in which he is considered an expert.

Planning
Urban Design
Community Development

Profile

Robert F. Melvin, Principal, of the planning/urban design firm. He directs staff in the planning and design review process for municipal and private projects. He is a Professional Planner who has represented municipal boards of Mantua, Monroe, Woodbury and Woolwich in Gloucester County, New Jersey. He has also represented the Planning Board in the City of Gloucester, Camden County; directed the planning of the Woolwich Route 322 TDR Town Center and worked on various projects including: Form Based Codes for Woodbury and Mt. Holly; Vision Studies for Burlington County Route 206; and Market Street Accessibility Plan for Gloucester City in Camden County. Mr. Melvin is known for his role in the design and implementation of Washington Town Center. With respect to that, he is prominently mentioned in Charles H. Harrison's book *Tending the Garden State*. In 2011 Bob will be an instructor for a course in Sustainability at Rowan University.

Education

University of Pennsylvania

Master of City Planning with certificate in Urban Design

Columbia University

Bachelor of Arts, History, May 1980

Institute for Architecture and Urban Studies

Peter Eisenman - Director. School associated with Museum of Modern Art in New York.

Memberships/Licenses/Certifications

License, New Jersey Professional Planner
License No. U004018, May, 1984
Member, American Planning Association
Member, American Institute of Certified Planners
Member of the Board of Directors, New Jersey Chapter Congress for the New Urbanism

Experience

Washington Township Planning Division,
Director of Planning, Washington, NJ

Hamilton Township Planning Division,
Supervising Planner, Hamilton, NJ

Bell Service Corporation
Project Manager, Upper Darby, PA

Energy Management Services, Inc.
Philadelphia, PA

Awards: Personal and Project

2010 New Jersey Future Smart Growth Award
Woolwich TDR

2009 American Society of Landscape Architect (New Jersey Chapter). Merit Award
Woolwich Twp TDR Open Space Plan

2007 American Planning Association (New Jersey Chapter) Outstanding Comprehensive Plan Award, Woolwich TDR.

2001 Congress for New Urbanism - Charter Award, Washington Town Center and Open Space Planning (International Award)

2000 American Planning Association (New Jersey Chapter) Environmental Achievement Award, Township Master Plan

2000 American Planning Association (New Jersey Chapter) President's Award for Professional Courage

1997 MSM, C. McKim Norton Community Development Awards, Washington Town Center Planning

Selected Speaking Engagements on the Topic of Town Centers and Smart Growth

American Institute of Architects (NJ Chapter)
"Livable Communities"

New Jersey League of Municipalities

Robert Wood Johnson Foundation

Stoneybrook Watershed Assoc. Conference
"Preserving this Place Called Home"

Congress for the New Urbanism (National Conference) - "From Neighborhood to Region Politics, Policy and Design"

N.J. Commerce "New Jersey's New Development Vision" Conference

New Jersey State Planning Commission Forum
(twice)

New Jersey State Planning Commission - State Plan Advisory Committee

Northeast Sustainable Energy Assoc. Boston
(twice)

Rutgers - Landscape Architecture Lecture Series

Rutgers - Planning School

American Planning Association - NJ Chapter

TDR: An Up-Close Tour for Agricultural Communities

2007 National APA Planning Conference

2008 NJAPA Planning Conference



Martha Cross is the firm's Director of Design and oversees all design and production in the office. Currently, Martha works with a number of private and public clients, including the Newark Housing Authority, City of Woodbury, Township of Mount Holly and Burlington County Economic Development Office to develop design concepts, development, redevelopment, Form-based Code and policy plans. Martha holds a professional degree in architecture from Carnegie Mellon where she focused on the design and research of sustainable buildings and communities and a graduate degree in planning from the University of Pennsylvania. Previously, Ms. Cross worked for Hillier Architecture (now RMJM) in the Urban Design Group. Her projects ranged from small site concept design to larger mixed-use communities and urban redevelopment plans to international new town design. During this time, Ms. Cross managed and completed several neighborhood and redevelopment plans for the City of Camden, including the award-winning Camden Parkside Strategic Neighborhood Plan in 2005.

Planning
Urban Design
Community Development

Profile

Martha Cross, Director of Design. Martha brings an expertise in architecture, planning, and urban design. She is currently helping to create a form-based code for Mount Holly and Haddon Heights and assisting a private client with an urban design plan for a mixed-use main street development on a brownfield site. She has presented on the topic of form-based codes and redevelopment at various conferences including the AIA Design on the Delaware, ULI's Urban Forum, and the APA Pennsylvania Chapter's State Conference. Outside of the office, Martha is active on the board of the APA PA Southeast Section where she chairs and organizes events for the Professional Development Institute. Through an APA PA SE program, Martha mentors graduate planning students at the University of Pennsylvania. During the Spring Semester of 2011, she will be teaching in the first-year Penn Planning Workshop.

Education

University of Pennsylvania
Master of City Planning

Carnegie Mellon University
Bachelor of Architecture

Memberships/Licenses/Certifications

American Institute of Certified Planners
Leadership in Energy and Environmental
Design – Accredited Professional
American Planning Association
Urban Land Institute
Community Design Collaborative

Experience

RMJM/Hillier Architecture, Urban
Designer/Planner, Project Manager
Philadelphia, PA

Wallace Roberts Todd, LLC,
Planning Intern, Philadelphia, PA

Department of City Planning, PennDesign
University of Pennsylvania
First Year Workshop Instructor,
Philadelphia, PA

Awards: Project

2006 NJ Future Smart Growth Award,
Parkside Strategic Neighborhood Plan
(Project Manager)

2005 NJ APA Smart Growth Award,
Parkside Strategic Neighborhood Plan
(Project Manager)

Selected Urban Planning and Design Project Experience

Montclair Unified Land Use and
Transportation Master Plan Elements
Montclair, NJ

Woodbury Neighborhood Conservation
Plan
Woodbury, NJ

Mount Holly Form-Based Code
Mount Holly, NJ

Route 38 Land Use Plan,
Burlington County, NJ

Mount Holly Strategic Revitalization Plan,
Mount Holly, NJ

West Windsor Village Plan,
West Windsor, NJ

Woodbury Redevelopment Plan,
Woodbury, NJ.

Princeton Seminary Village, Princeton, NJ.

Parkside Strategic Neighborhood Plan,
Camden, NJ.

North Brunswick Transit Village Plan, North
Brunswick, NJ.

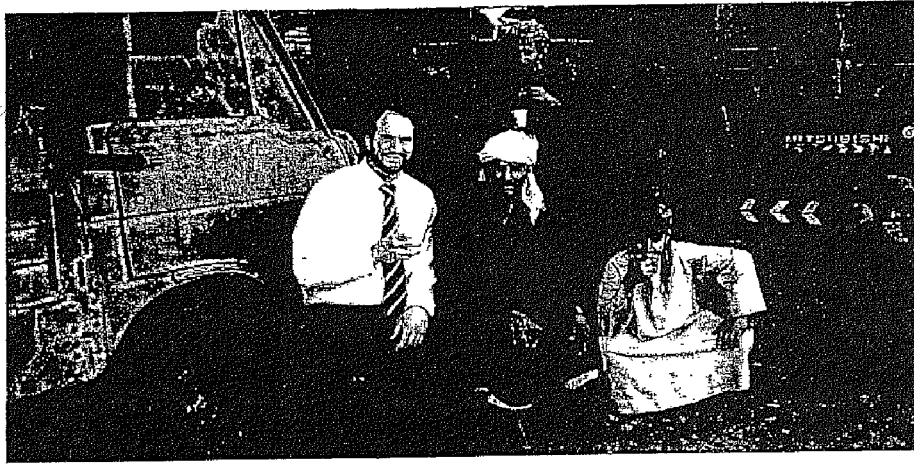
Harrisburg Midtown Campus Development
Plan, Harrisburg, PA.

Manchester Downtown Plan,
Manchester, NH.

Liberty Park Neighborhood Plan,
Camden, NJ.

Trenton Roebling School Renaissance Zone
Action Plan, Trenton, NJ.

Lanning Square Development Plan, Phase
II, Camden, NJ.



Ben Bryant joined Group Melvin Design following graduation from the Master of City Planning program at the University of Pennsylvania with a concentration in Urban Design. Ben brings an understanding and mastery of the latest methods of visualization and graphic communication, as well as an interest and knowledge of cities and places around the globe from previous work teaching English abroad. Ben currently supports projects across the board in the office.

Planning
Urban Design
Community Development

Profile

Ben Bryant, Planning Analyst. Ben joined Group Melvin Design following graduation from the Master of City Planning program at the University of Pennsylvania with a concentration in Urban Design. Ben brings an understanding and mastery of the latest methods of visualization and graphic communication, as well as an interest and knowledge of cities and places around the globe from previous work teaching English abroad. He is currently working on a form-based code for Haddon Heights and the creation of a Unified Land Use and Transportation Element for Montclair. This past summer, Ben taught an introductory graphics and computing course at the University of Pennsylvania for incoming graduate planning students, and is serving as an assistant instructor for the program's Fall 2010 Urban Design Studio. Ben has extensive experience using Adobe Creative Suite, ArcGIS, Google Sketchup and AutoCAD.

Education

University of Pennsylvania
Master of City Planning

Gettysburg College
Bachelor of Arts, Japanese Studies

Memberships/Licenses/Certifications

Urban Design Certificate
University of Pennsylvania

Certificate in Nonprofit Management
La Salle University

Experience

University of Pennsylvania
Asst. Instructor – Urban Design Studio
Philadelphia, PA

University of Pennsylvania
Instructor – Intro to Computer Graphics
Philadelphia, PA

Group Melvin Design
Planning Intern
Woodbury, NJ

Selected Urban Planning and Design Project Experience

Montclair Unified Land Use and Transportation Master Plan Elements
Montclair, NJ

Woodbury Neighborhood Conservation Plan
Woodbury, NJ

Haddon Heights Form-Based Code
Haddon Heights, NJ

Mount Holly Form-Based Code
Mount Holly, NJ

Route 38 Land Use Plan
Burlington County, NJ

Woodbury Redevelopment Plan & Form-Based Code
Woodbury, NJ

Woolwich TDR Plan
Woolwich, NJ

Harrison Township Master Plan Reexamination
Harrison Township, NJ

Newark Housing Authority Redevelopment Plan
Newark, NJ

Abu Dhabi Central Business District Public Realm Plan
Abu Dhabi, United Arab Emirates
Studio at the University of Pennsylvania

Millville Sustainability Plan
Millville, NJ
Studio at the University of Pennsylvania

Municipal Planning

GROUPmelvinDESIGN has tremendous experience in assisting municipalities not only with planning and visioning efforts, but also with creating the tools for implementation. Our work includes supporting local governments with day-to-day planning and site plan reviews, as well as guiding them through larger, longer term visioning and planning strategies.

1. Master Plan Preparation

- Delaware Township, Master Plan
- Montclair Unified Land Use and Transportation Master Plan Element
- Harrison Township Master Plan Update
- Woolwich Township, Route 322/TDR Master Plan Elements
- Mantua Township Master Plan Update, Housing and Fair Share Plan**
- Bordertown Master Plan**
- Monroe Township Pedestrian Circulation Element**
- Gloucester County Pedestrian Circulation Element**

2. Redevelopment Plans

- City of Woodbury, Broad Street Business District Redevelopment Plan
- Harrison Township Redevelopment Plan
- Woolwich Township Nike Redevelopment Plan
- Woolwich Township PMC Redevelopment Plan
- Monroe Township Mink Lane Redevelopment Plan**
- Monroe Township Acme Redevelopment Plan**
- Mantua Township Route 55 Redevelopment Plan**

3. Strategic Revitalization + Neighborhood Plans

- Mount Holly Strategic Plan
- Phillipsburg Parnassas Neighborhood Plan
- Woodbury Neighborhood Conservation Plan

4. Ordinances

- Delaware Township, Non-Contiguous Clustering Ordinance
- Haddon Heights Form Based Code
- Howell Township Special Economic Development Ordinance
- City of Woodbury Zoning Ordinance Update
- Harrison Township Zoning Ordinance Update
- Mount Holly Form-Based Code
- City of Woodbury Business District Form-Based Code
- Woolwich Newtown Zoning Regulations and Design Standards**
- Woolwich Township TDR Ordinance**

5. Municipal Planner

- City of Woodbury, Municipal and Land Use Board Planner
- Woolwich Township, Municipal and Land Use Board Planner
- Harrison Township, Municipal and Planning Board Planner
- Howell Township, Municipal Planner
- Gloucester City, Land Use Board Planner**
- Ewing Township, Planning Board Conflict Planner**

** Formerly under melvin | kerran

Urban Design

GROUPmelvinDESIGN works with clients in the public and private sector to establish design solutions for development, redevelopment, revitalization, and place making. These solutions take the form of land capacity studies, conceptual site plans, illustrative, and form-based ordinances, and all seek to establish a sense of place.

1. Development + Conceptual Site Plans

- Princeton Theological Seminary Redevelopment
- Newark Housing Authority Housing Project Redevelopment

2. Transit Oriented Design

- North Brunswick Transit Village
- Phillipsburg Parnassas Neighborhood Plan, Transit Village

3. Mixed Use Town Centers

- Woolwich Town Center, Woolwich Township, Gloucester County**
- West Windsor Town Center, West Windsor, Mercer County
- Washington Town Center, Washington Township, Mercer County
Bob Melvin prepared as Planning Director for Washington Township
- Millville Concept, Millville, New Jersey

4. Form-Based Code

- Mount Holly Form-Based Code
- City of Woodbury Business District Form-Based Code
- Woolwich Newtown Zoning Regulations and Design Standards**
- Haddon Heights Form Based Code

Housing

GROUPmelvinDESIGN understands the rules and responsibilities that municipalities, counties, and regions face under current COAH regulations. We work with governments and private clients to assist in not only fulfilling obligations, but also developing comprehensive strategies that address housing needs across the spectrum.

1. Municipal Council on Affordable Housing (COAH) Planning

- Mantua Township
- Woolwich Township
- Franklin Township, Somerset County
- East Greenwich Township
- City of Woodbury
- Winslow Township
- Haddonfield Downtown Visioning + COAH Consultant

2. Municipal COAH Administrative Agent

- Mantua Township
- Woolwich Township
- East Greenwich Township
- Winslow Township
- West Deptford

3. Regional Housing Strategies

- Highlands Council Regional Housing Plan

** Formerly under melvin / kaman

Regional Planning

GROUPmelvinDESIGN recognizes the importance on planning at a regional scale. We assist and encourage local governments to work together and with Counties and other regional agencies to build consensus and plan comprehensively to ensure sustainable growth, preservation, and development.

1. Transfer of Development Rights (TDR) Plans

- Highlands Council Regional TDR Plan
- Woolwich Township TDR Plan
- Hillsborough TDR Plan

2. Corridor Plans

- Route 38 Land Use and Transportation Plan, Burlington County
- Route 206 Plan, Burlington County

3. Municipal Conformance

- Highlands Regional Master Plan Conformance: Glen Gardner Borough, Califon Borough, Holland Township

4. State Plan Endorsement and Cross-Acceptance

- Woolwich Township Plan Endorsement
- Salem County Cross-Acceptance

Landscape + Environment

GROUPmelvinDESIGN assists our clients with landscape and public realm planning and improvements to enhance their efforts for redevelopment, revitalization, and sustainable growth.

1. Stormwater Master Plans

- Gloucester County Improvement Authority (GCIA) Stormwater Management Plan**
- Woolwich Township, Stormwater Management Sustainable System

2. Open Space, Park Design and Development

- Dream Park, Logan Township, Gloucester County**
- Sayen Gardens, Hamilton Township, Mercer County
- Bob Melvin prepared as Planning Director for Washington Township

3. Landscape and Site Lighting Design

- Woolwich Township Municipal Complex Park

4. Wayfinding and Signage

- City of Woodbury Pedestrian Wayfinding Plan and Signage Design

Visioning + Outreach

GROUPmelvinDESIGN realizes that public participation generates creative ideas and garners critical information and insights that might not otherwise surface through the planning process. Our participation strategies are selected based on the unique conditions of each project area.

1. Visioning Charettes + Community Workshops

- City of Woodbury, Broad Street Business District Redevelopment
- Mount Holly Strategic Plan
- Phillipsburg Parnassas Neighborhood Plan
- Edison Exchange, COAH Workshop Component

*** Formerly under melvin | kerman*

Mark Remsa, Director
Department of Economic Development
Regional Planning
County of Burlington
50 Rancocas Road
Mount Holly, New Jersey 08060

Jack Fisher, Managing Director
Tri State Strategies NJ, LLC
108 Euclid Street
Woodbury, New Jersey 08096
856.853.7751

Bill Fleming
Churchill Consulting Engineers
344 North Route 73, Suite A
Berlin, New Jersey 08009
856.767.6901

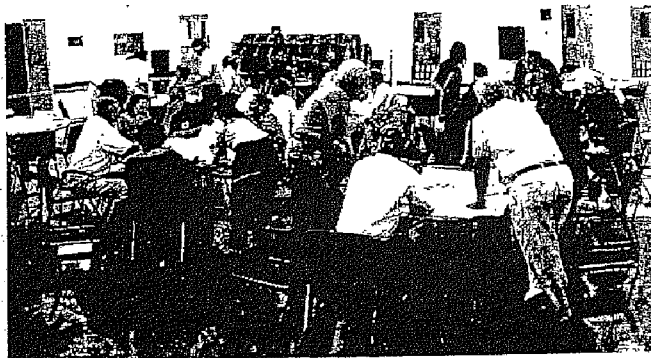
Joe Pacera, Chairman
Harrison Township Planning Board
Gloucester County, New Jersey
609.605.2963

Planning
Urban Design
Community Development

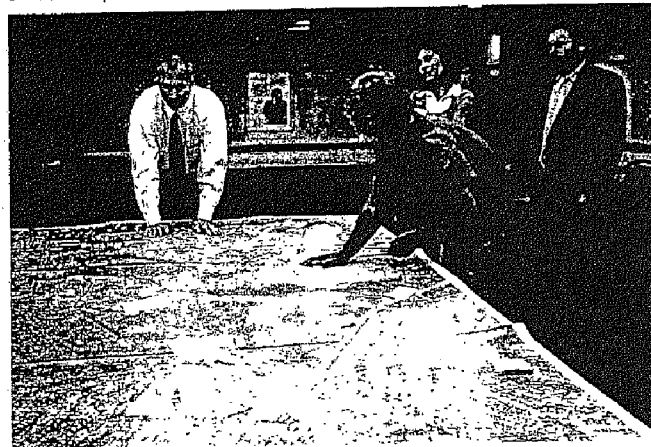
Public input is critical to the planning process for several reasons. Those who live or work in a community have intimate knowledge and unique perspectives about their community which might not otherwise emerge from the planning process. Often, they suggest tremendously creative ideas that can help shape an urban design or planning outcome.

Public forums are important venues not only to solicit input, but also to build public trust in the planning process and increase public awareness of complex planning issues. Heightened understanding of issues, options and trade-offs leads to thoughtful community feedback and strengthens public support.

GROUPmelvinDESIGN tailors public visioning and outreach according to the unique conditions of each project area and individual client needs. Techniques used with great success include individual and small group interviews, open houses, advisory committee meetings, facilitated discussion groups, mapping exercises, design workshops, written surveys, web-based photographic surveys, PowerPoint-based visual preference surveys, interactive workshops, bus and walking tours, PowerPoint presentations and follow-up brain storming sessions, among many other approaches. Our fundamental philosophy of "show, don't tell" emerges from long-standing experience that people tend to grasp concepts far more readily by seeing them, not just by abstract discussions. As such, our expertise creating computer generated graphics provides value added to public visioning sessions.



Small Group Break-Out Session



Interactive Workshop to Gather Community Ideas



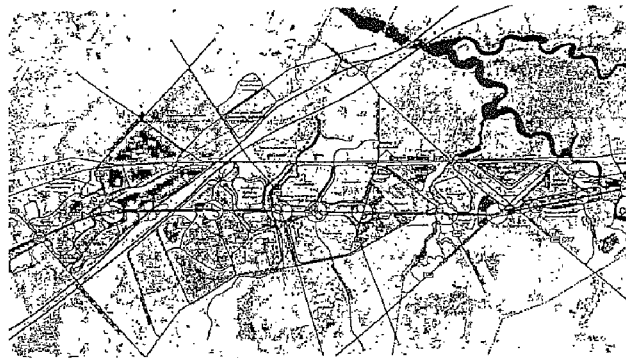
Open House to Solicit Community Feedback

Planning
Urban Design
Community Development

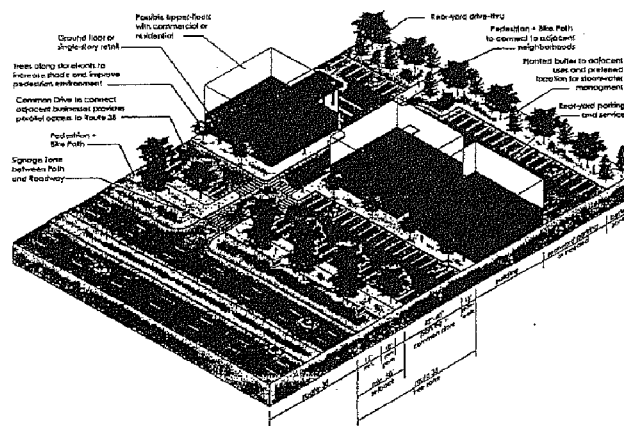
Within Burlington County, Route 38 runs for about 15 miles between Maple Shade and Southampton. Much of the development in the corridor has been in the form of low-density commercial strip development, characterized by proximity to the roadway, multiple driveways, and inadequate street connectivity and alternative travel routes. Burlington County would like to maintain and increase economic development in the corridor, but it is concerned about the impacts of additional commercial strip development.

The Delaware Valley Regional Planning Commission and Burlington County began the Route 38 Smart Growth Planning Initiative, in order to prepare a comprehensive and coordinated approach to land use and transportation planning in the corridor. The basic objective was to prepare a plan that would accommodate future development potential while addressing and mitigating the negative impacts of development upon Route 38 and the surrounding transportation network.

GROUPmelvinDESIGN was hired to create a Land Use Management Plan for the corridor, as part of a larger, multi-disciplinary team. This plan is based upon work that identified issues and problems, opportunity areas, and potential "smart growth" alternatives, particularly mixed-use centers. The plan proposes a Transect classification system, which classifies all land by its suitability for different types and levels of development.



Existing Land Use Diagram



Suburban Boulevard Concept for Development along the Corridor

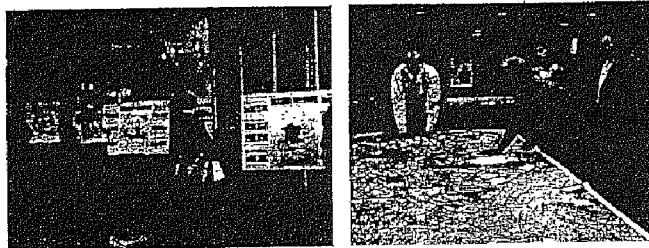


Conceptual Rendering of Possible Redevelopment on Centerion Road

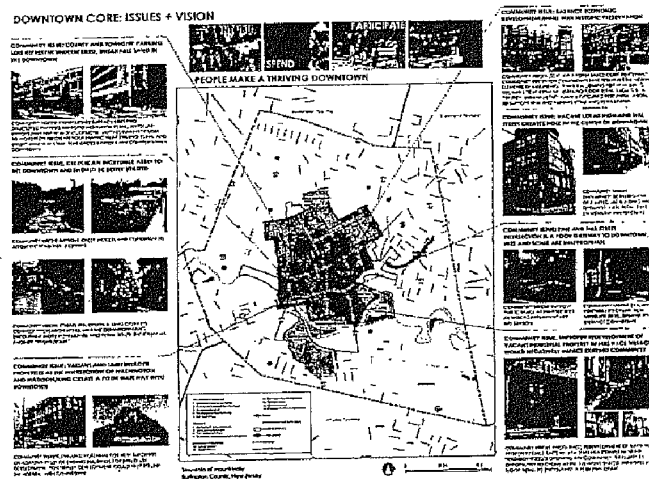
Planning
Urban Design
Community Development

Mount Holly Township hired GROUPmelvinDESIGN to help coordinate ongoing redevelopment plans, strengthen its draft strategic revitalization plan and develop future projection recommendations and implementation strategies. This process will conclude with the preparation of a revised Revitalization Plan including a strategic implementation plan and proposed master plan and zoning changes in support of the Revitalization Plan. Key to this process is the need to solicit stakeholder and public input to help shape a comprehensive and cohesive community vision. GROUPmelvinDESIGN is working closely with Mount Holly Township and with the Office of Smart Growth to ensure that the visioning process will maximize community input.

While the State Plan classifies Mount Holly within Suburban Planning Area 2, its role as the historic regional center of Burlington County does not evoke the image of sprawling suburban landscapes that characterize much of this Planning Area. Mount Holly's downtown has many of the elements of place that suburban communities across the State and the nation are trying to construct where they did not exist before. The Strategic Revitalization planning process presents the opportunity to build on the existing infrastructure of the historic center as well as use those elements of place to influence redevelopment towards the fringes of the Township. The Revitalization Plan centers on the goals of balancing economic development with historic preservation, creating a vibrant, thriving downtown, building a transparent and efficient government, utilizing parks and open spaces, and improving entrances and key gateways to the Township.



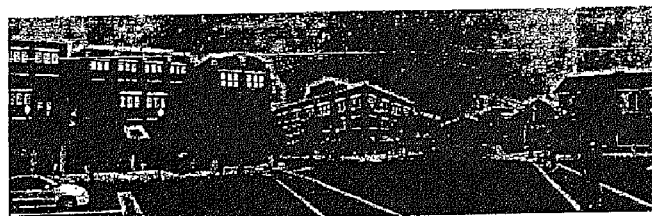
Community Visioning Sessions



Community Issues and Visions Presented During Visioning Sessions



Before: Madison Ave and Washington Street Intersection



After: Rendering of Proposed Changes to Intersection

Planning
Urban Design
Community Development

Washington Town Center Zoning and Design Regulations are both a Master Plan element and a Land Use Ordinance. As such, not only is it a blueprint for development but it is also a legal document that is an important tool for the Municipality to implement its vision. The plan was created with extensive review by political leaders, the public, and developers. Vesting in the plan by all parties is key to its success.

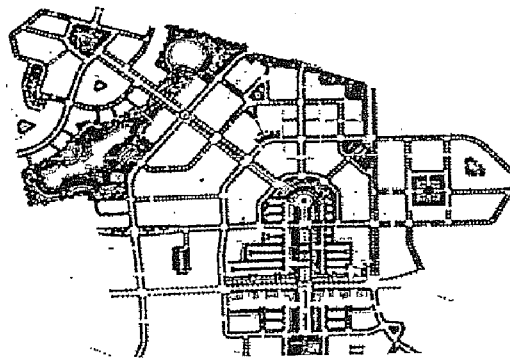
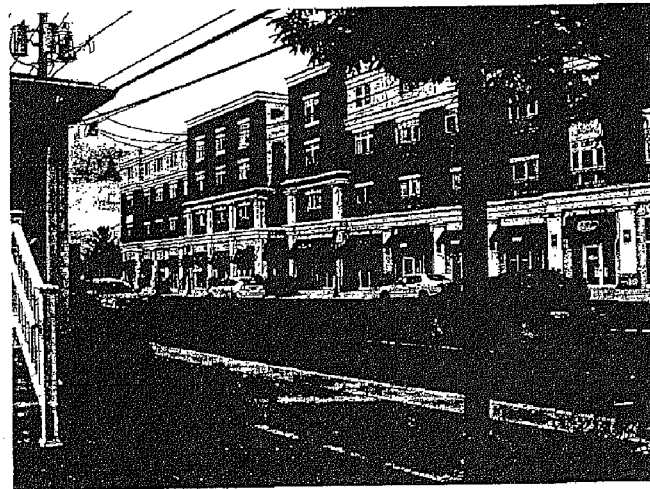
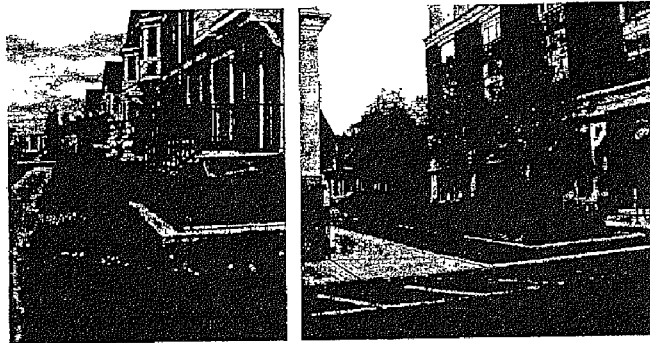
The gateway to Washington Town Center consists of a series of mixed-use buildings with retail on the ground floor and condominiums on the second through fourth floors. The community also offers a range of residential options from flats, to townhomes and semi-attached homes, to single-family homes with optional above garage apartments.

Awards:

1997 MSM, C. McKim Norton
Community Development Awards-
Town Center Planning

2001 Congress for New Urbanism
- Charter Award, Town Center
and Open Space Planning
(International Award)

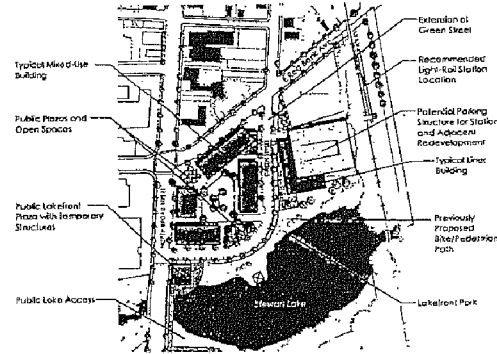
* This project was completed under the
direction of Robert Melvin, prior to the
formation of GROUPmelvinDESIGN.



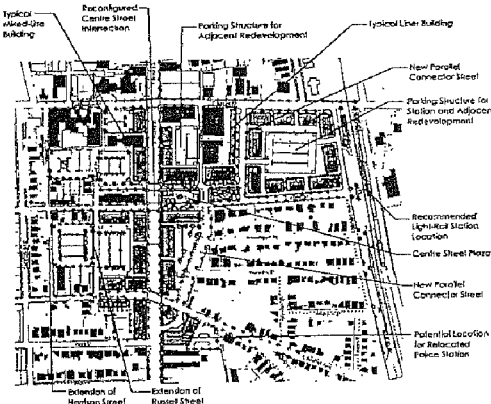
Planning
Urban Design
Community Development

The City of Woodbury is Gloucester County's seat of government. Over 10,000 professionals travel into Woodbury every day for work. Within the downtown, Broad Street functions as the main commercial spine. It houses a variety of smaller retail and commercial establishments. It also hosts County and municipal government services, Woodbury High School, religious institutions and Underwood Hospital. Unfortunately, Woodbury's downtown has suffered from economic decline. Several buildings lay vacant along Broad Street. Pedestrian activity disappears at the end of the day, when employees leave town. This economic decline is not irreversible. To the contrary, downtown Woodbury has all of the elements in place upon which to rebuild a vibrant destination and place to live.

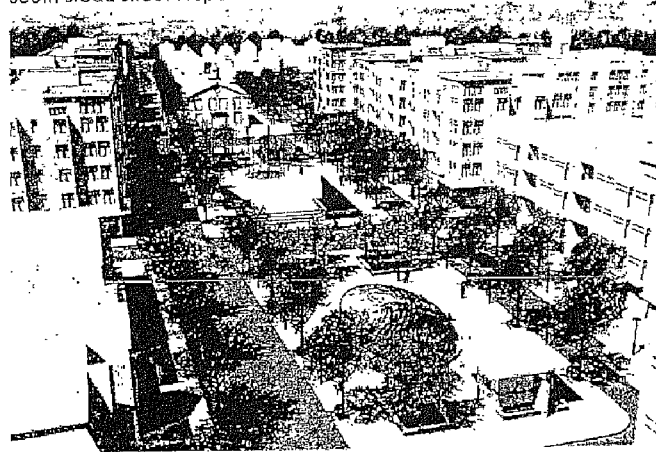
GROUPmelvinDESIGN was hired to design and implement a citizen-driven Form-Based Code and Redevelopment Plan to guide future development and revitalize Woodbury's downtown. In our fast-paced, modern lifestyles where people have multiple options as to where they can live, work, and shop, convenience and accessibility are considered essential for a successful Main Street. Parking, pedestrian and vehicular circulation must be designed in a predictable, logical manner, providing multiple routes in a highly interconnected network. At the same time, density and a flexible mix of uses are vital for creating the critical mass to ensure that Broad Street is vibrant, walkable, safe, and sustainable. The Broad Street Business District Redevelopment Plan is a bold, yet attainable vision to achieve revitalization.



North Broad Street Proposed



South Broad Street Proposed

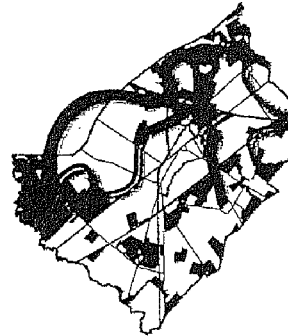


3D Rendering of Proposed Redevelopment

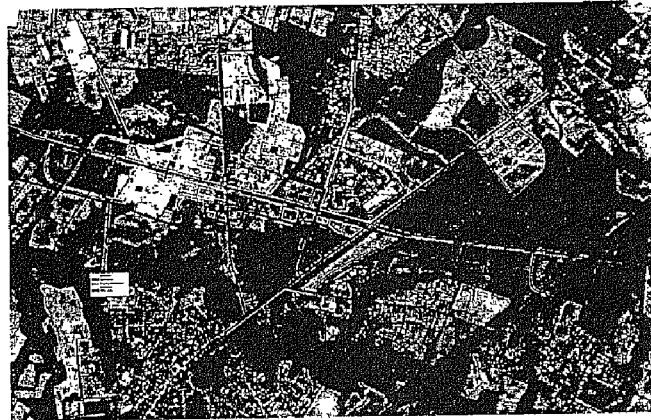
Planning
Urban Design
Community Development

GROUPmelvinDESIGN* was hired by Woolwich Township to develop a Transfer of Development Rights (TDR) Plan and implementing ordinances and to guide them through the Plan Endorsement Process. The TDR Plan, adopted by the Township in 2007 and endorsed by the State Planning Commission in 2008, serves as a model for sustainable development. It demonstrates how thousands of acres of farmland and open space can be preserved by transferring development potential into designated growth areas through private market transactions, and how proper planning can create attractive, functional and environmentally responsible development patterns. The designated preservation areas support the continuation of agriculture, while also preserving scenic vistas and protecting environmentally sensitive resources. The designated growth areas are designed as mixed use, walkable communities, with a full range of housing types, commercial areas, parks and open space, and interconnected neighborhoods. In New Jersey, TDR can only be implemented after the New Jersey State Planning Commission grants Plan Endorsement to the municipality. This is an official determination that the community's planning documents are consistent with the State Development and Redevelopment Plan. GROUPmelvinDESIGN prepared the necessary documentation to allow Woolwich Township to be the first municipality in the State to receive Plan Endorsement for a TDR Plan enacted under statewide enabling legislation.

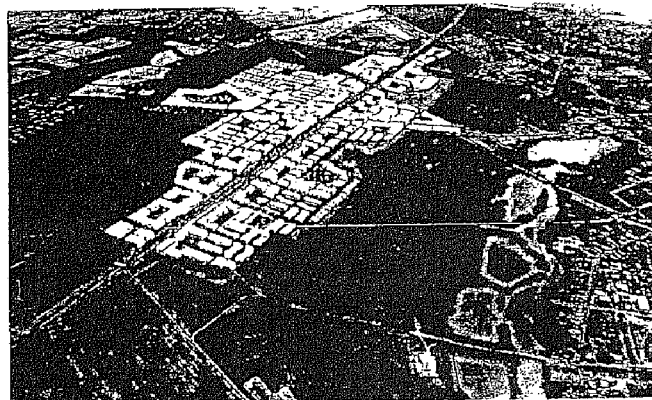
* This project was initiated under melvin j kerman, prior to the formation of GROUPmelvinDESIGN.



Sending and Receiving Areas within the Township



Route 322 Corridor Receiving Area



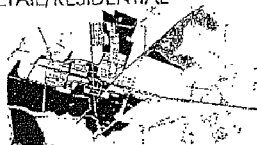
Birds Eye View Rendering of the Route 322 Corridor Receiving Zone

American Planning Association, New Jersey Chapter:
Outstanding Comprehensive Plan, 2007
DVRPC, Regional Land Use Project of the Year, 2008

TECHNOLOGICAL DESIGN has facilitated all necessary coordination with county and state agencies to ensure needed permits and approvals and was granted State Plan Endorsement in April 2008. Woolwich Township's smart growth approach will result in the creation of tightly-knit, mixed use, vibrant places. Outside of these growth areas, over 5,000 acres of land will be preserved, most of it the result of transferring development rights.

* This project was initiated under melvin | kernan, prior to the formation of GROUP melvin DESIGN.

town scale



- Zone Acreage - 43.0 acres
- Maximum Number of Residential Units - 500 d.u.
- Maximum Commercial Area - 280,000 s.f.
- Densities - See TDR Market Analysis

ARCHITECTURE AND DESIGN

- | | | | |
|----------------------------|-------|-------|--|
| • Root length | 275" | 1500" | • Cylindrical structural steel reinforcement |
| • Root Diameter | 70" | 500" | • Special Architectural Implications of Corrosion |
| • Side-slope Width | 1400" | 80" | • Historic and Minimal Outdoor Space Access and Visibility to the Public |
| • Planting Site Width | 5' | 40' | • Issues |
| • Land-Use Classifications | | | • wide-based, pedestrian connections to the adjacent street and |
| • Number per block | = | 5 | • Sanitation |
| • Root Width | 70" | | |
| • Root Width | 10" | | |
| • Descriptive | | | |
| • Street Lighting | | | |
| (Distance on Circular) | 50" | 75" | |

EXA-2011 www.sagepub.com

- | | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2094 | 2095 | 2096 | 2097 | 2098 | 2099 | 2100 | 2101 | 2102 | 2103 | 2104 | 2105 | 2106 | 2107 | 2108 | 2109 | 2110 | 2111 | 2112 | 2113 | 2114 | 2115 | 2116 | 2117 | 2118 | 2119 | 2120 | 2121 | 2122 | 2123 | 2124 | 2125 | 2126 | 2127 | 2128 | 2129 | 2130 | 2131 | 2132 | 2133 | 2134 | 2135 | 2136 | 2137 | 2138 | 2139 | 2140 | 2141 | 2142 | 2143 | 2144 | 2145 | 2146 | 2147 | 2148 | 2149 | 2150 | 2151 | 2152 | 2153 | 2154 | 2155 | 2156 | 2157 | 2158 | 2159 | 2160 | 2161 | 2162 | 2163 | 2164 | 2165 | 2166 | 2167 | 2168 | 2169 | 2170 | 2171 | 2172 | 2173 | 2174 | 2175 | 2176 | 2177 | 2178 | 2179 | 2180 | 2181 | 2182 | 2183 | 2184 | 2185 | 2186 | 2187 | 2188 | 2189 | 2190 | 2191 | 2192 | 2193 | 2194 | 2195 | 2196 | 2197 | 2198 | 2199 | 2200 | 2201 | 2202 | 2203 | 2204 | 2205 | 2206 | 2207 | 2208 | 2209 | 2210 | 2211 | 2212 | 2213 | 2214 | 2215 | 2216 | 2217 | 2218 | 2219 | 2220 | 2221 | 2222 | 2223 | 2224 | 2225 | 2226 | 2227 | 2228 | 2229 | 2230 | 2231 | 2232 | 2233 | 2234 | 2235 | 2236 | 2237 | 2238 | 2239 | 2240 | 2241 | 2242 | 2243 | 2244 | 2245 | 2246 | 2247 | 2248 | 2249 | 2250 | 2251 | 2252 | 2253 | 2254 | 2255 | 2256 | 2257 | 2258 | 2259 | 2260 | 2261 | 2262 | 2263 | 2264 | 2265 | 2266 | 2267 | 2268 | 2269 | 2270 | 2271 | 2272 | 2273 | 2274 | 2275 | 2276 | 2277 | 2278 | 2279 | 2280 | 2281 | 2282 | 2283 | 2284 | 2285 | 2286 | 2287 | 2288 | 2289 | 2290 | 2291 | 2292 | 2293 | 2294 | 2295 | 2296 | 2297 | 2298 | 2299 | 2300 | 2301 | 2302 | 2303 | 2304 | 2305 | 2306 | 2307 | 2308 | 2309 | 2310 | 2311 | 2312 | 2313 | 2314 | 2315 | 2316 | 2317 | 2318 | 2319 | 2320 | 2321 | 2322 | 2323 | 2324 | 2325 | 2326 | 2327 | 2328 | 2329 | 2330 | 2331 | 2332 | 2333 | 2334 | 2335 | 2336 | 2337 | 2338 | 2339 | 2340 | 2341 | 2342 | 2343 | 2344 | 2345 | 2346 | 2347 | 2348 | 2349 | 2350 | 2351 | 2352 | 2353 | 2354 | 2355 | 2356 | 2357 | 2358 | 2359 | 2360 | 2361 | 2362 | 2363 | 2364 | 2365 | 2366 | 2367 | 2368 | 2369 | 2370 | 2371 | 2372 | 2373 | 2374 | 2375 | 2376 | 2377 | 2378 | 2379 | 2380 | 2381 | 2382 | 2383 | 2384 | 2385 | 2386 | 2387 | 2388 | 2389 | 2390 | 2391 | 2392 | 2393 | 2394 | 2395 | 2396 | 2397 | 2398 | 2399 | 2400 | 2401 | 2402 | 2403 | 2404 | 2405 | 2406 | 2407 |
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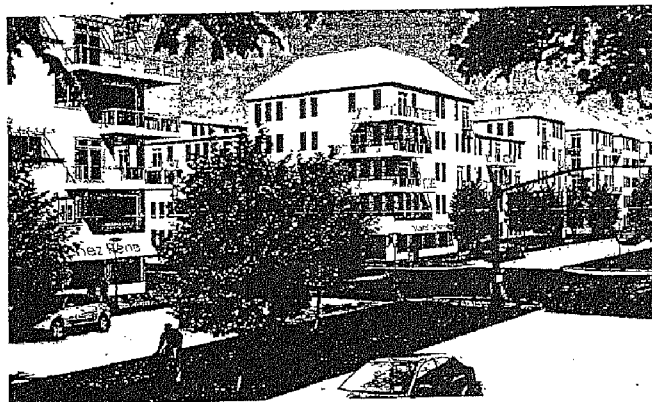
Journal of Management Education

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- Building walls won't do it

- | | min | max | remarks |
|----------------------|-----|------|---|
| • Root Slender Clear | | | • Building was built for Root Slender Synthesis |
| Height | 15' | 20' | • Synthesis from Root Slender or similar material |
| • Root Pillars | | 9/12 | • All |
| • Yard Improvements | | | • Root materials used for Root Slender |
| • Terrace | 8' | | • See also: Architectural Analysis Synthesis |
| • Patio | 8' | 10' | • See also: Architectural Analysis Synthesis |
| • Bay Window | | 8' | • Root from slenderness of last material on |
| • Living Room | 8' | | • See also: Architectural Analysis Synthesis |
| • Kitchen/Bathrooms | | 8' | • All materials used for last material on |
| • Porch Deck | | 8' | • See also: Architectural Analysis Synthesis |

Sample page from Zoning Regulations and Design Standards



Rendering of the Town Center along Route 322

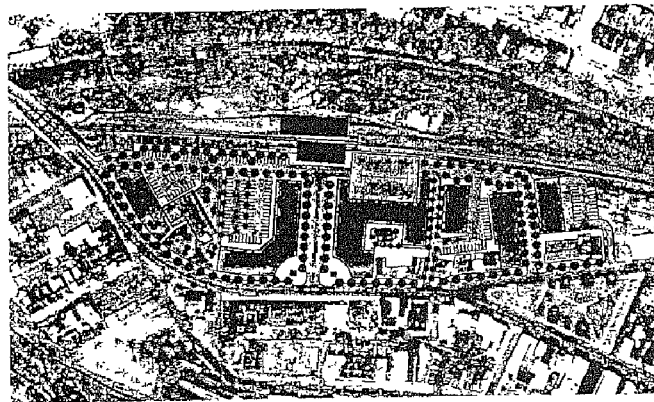
Planning
Urban Design
Community Development

GROUPmelvinDESIGN was hired by the non-profit Northwest New Jersey Community Action Program (NORWESCAP) to prepare a neighborhood plan for the Parnassus neighborhood of Phillipsburg as a prerequisite for obtaining Neighborhood Revitalization Tax Credits (NRTC) from the State of New Jersey. The purpose of the plan is to identify a community-driven vision for the future of the neighborhood and develop specific projects for achieving the vision while promoting economic development and homeownership. Corporate sponsors and supplemental loans and grants will be identified to fund the specific projects. Funds provided by the corporate sponsors will be 100% tax deductible through the NRTC program.

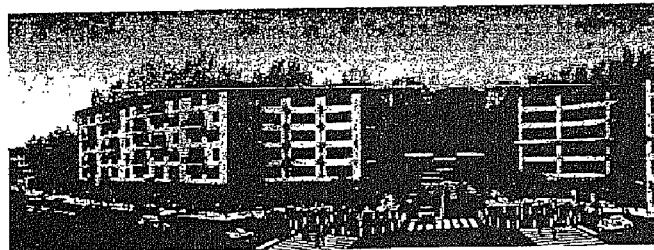
The Parnassus neighborhood is situated along the Delaware River in northwest New Jersey across from Easton, Pennsylvania. It is a typical post-industrial river town that has seen an industrial base, once dependant on access to the river and rails, disappear over the past 50 years. The neighborhood's deteriorating industrial and transportation infrastructure has scarred the landscape and cut commercial and residential areas off from the river. Furthermore, the neighborhood suffers from high rates of housing deterioration, poverty, underemployment and dependence on social services. The neighborhood plan sets forth a blueprint for reconnecting the neighborhood with the river in order to draw in new residents, businesses and tourists; as well as boosting social mobility for existing residents by creating new homeownership and employment opportunities.



Conceptual Rendering of Waterfront Development Strategy



Conceptual Site Plan of Proposed Transit-Oriented Development



Rendering of Proposed Transit-Oriented Development

THE LOUIS BERGER GROUP, INC. (LBG)

Founded by Dr. Louis Berger in 1953, LBG has grown into a recognized worldwide leader in the fields of design, transportation, and environmental consulting, drawing on the unparalleled experience and qualifications of its more than 3,000 professionals. LBG has an extensive history of working on projects of both local and national significance. We have a unique blend of engineers and planners that allow studies to be fully performed within the context of the community that is adjacent to the transportation network.

LBG has conducted studies that include parking, traffic calming, local and regional access, congestion analysis, airport access, and regional planning. LBG performs studies that are both site or project specific as well as regional or corridor in nature. LBG has a wealth of information gained from various projects region-wide to blend with other solutions to set the context for the transportation solution. The capacity of our staff includes a wide range of technical skills including: traffic data collection, origin/destination surveying, trip generation estimation, intersection and highway capacity analysis, parking regulation surveys, parking inventories for both on- and off-street facilities, taxi and black car surveys, queuing analysis, traffic mitigation, transportation improvement, construction mitigation, air quality and noise traffic data requirements, ridership demand, and traffic and pedestrian simulation models.

LBG has exceptional experience managing projects for transportation clients, including various state DOTs, transportation authorities, transit agencies, and MPOs throughout the country for more than 50 years. Our staff is grounded in real-world practice and project delivery, bringing first-hand experiences to our research and implementation products. We bring strategic vision and an entrepreneurial spirit, developing innovative solutions to some of the world's most challenging problems. LBG has been recognized by the *Engineering News-Record* (ENR) with several distinguished rankings, including:

- Pure Design (3rd)
- Transportation (4th)
- Environmental Science (10th)



BRENT BARNES, PP, AICP

Mr. Barnes has attained a reputation as a distinguished national leader through a more than 35-year planning career, including 15 years leading and transforming the practice of transportation planning in New Jersey. His leadership, both at New Jersey Transit and as the director of statewide planning for the New Jersey Department of Transportation (NJDOT) significantly advanced both the theory and practice of community building. Mr. Barnes literally "wrote the book", *Mobility and Community Form*, an award-winning initiative that turned transportation planning upside down and showed how livability and sustainability are the cornerstones of strong communities. He is also the author of *The Complete Guide to Planning in New Jersey*, a compendium of law and policy that has been used as a core reference by professional planners for more than 13 years. With a background that also includes local government experience, environmental reporting, school development, and housing construction, Mr. Barnes clearly understands the complexities of planning and implementing major multidisciplinary projects.

FIRM Louis Berger Group

EDUCATION

- MBA
- BS, Urban Planning

REGISTRATIONS /

CERTIFICATIONS

- Professional Planner (NJ)
- American Institute of Certified Planners

YEARS EXPERIENCE 35

YEARS WITH FIRM 1

RELEVANT PROJECT EXPERIENCE

DCOP, Ward 8 Community Summit. Project manager. On behalf of the District Office of Planning, DDOT and other District partners, LBG teamed with AmericaSpeaks and Beyer Blinder Belle to offer a full day community summit for 300 participants. The general purpose of the Summit was to engage residents and stakeholders in establishing a shared set of priorities for creating sustainable communities in Ward 8, using the federal "livable communities" principles. Discussion was organized around the themes of "building," "sustaining," "connecting," "empowering" and "acting". Outcomes included both short- and long-term actions that the District can take to enhance livability and activities that the Ward 8 communities can undertake to build a stronger partnership with the city.

Journey Through Hallowed Ground Living Legacy. Transportation task leader. The Journey Through Hallowed Ground is a 180-mile long corridor that includes thousands of historic sites, including hundreds of Civil War battlefields, 13 National Parks, 47 National Historic Sites and the homes of nine U.S. Presidents. For the sesquicentennial of the Civil War, the Journey Partnership conceived a "Living Legacy" project that will plant 620,000 trees - one for each soldier who died in the War. In conjunction with a stellar team of landscape architects and arborists headed by Rhodeside and Harwell, LBG is preparing a monumental landscape plan for the corridor that celebrates the existing landscape and uses trees, other plant materials, and the land forms themselves to create a Ribbon of Remembrance. LBG is enabling and coordinating on-the-fly GIS mapping capability for in the field design charrettes and workshops and engaging four state DOTs to ensure that the landscape plantings were compatible with highway design criteria.

Naval District Washington, Regional Transportation Vision. Project manager. On behalf of Naval District Washington, LBG prepared a "Regional Transportation Vision" to align transportation goals for 18 installations in Washington D.C., Virginia and Maryland. Interviews with Navy personnel, transit providers and regional stakeholders were supplemented by an "all hands" survey that achieved nearly 11,000 responses. Over 300 TDM strategies were reviewed and a "toolbox" of 29 implementation strategies for urban, suburban and rural installations was created. Within the context of guiding principles, the toolbox directs regional initiatives, installation master plans and transportation management plans on how to tailor implementation to align with local conditions.

PRIOR EXPERIENCE

Mobility and Community Form Initiative. Project director. Conceived, developed and

implemented the award winning Mobility and Community Form (MCF) initiative, an innovative way of approaching transportation planning that is based on time-honored community building principles. Now in the third year of a statewide demonstration program, MCF has resulted in five adopted master plans and/or form based zoning codes that closely link land development goals and transportation goals. MCF principles have been adopted as core planning policy by all of the state and regional planning agencies in New Jersey.

New Jersey Statewide Complete Streets Policy. Project director. Long before 'complete streets' became a buzzword, Mr. Barnes' transportation planning practice embodied the concept. He oversaw development and implementation of the statewide Complete Streets Policy adopted in December 2009 by NJDOT. He was fundamentally involved in developing and implementing Complete Streets training for both DOT staff and outside agencies. Through his efforts, Complete Streets policies have been included in the New Jersey Roadway Design Manual, the state equivalent of the AASHTO Guidelines.

Route 1 Regional Growth Strategy. Project director. Originally begun as a way of protecting NJDOT's investment in the Route 1 roadway itself (by seeking to reduce future congestion), the project evolved to become a new way of thinking about transportation, housing, environmental resource management and economic development on a regional scale and resulted in a 15-municipality regional BRT and TOD concept plan. Outcomes include new transit strategies, TDR plans, regional mitigation strategies, and the beginnings of a new regional government.

Abercorn Street: A Case Study of Community Development. Lead investigator. Abercorn Street in Savannah, Georgia is a tenmile case study in the evolution of community development, from the middle 18th Century to today. Mr. Barnes conceived and carried out a study of that evolution, focusing on the effects of changing laws and development styles on the transportation system. The study clearly demonstrates and quantifies the oft-stated assumptions that sprawl development patterns generate more and longer trips than do compact mixed-use developments.

New Jersey Transit Village Program. Chair. Mr. Barnes is a "founding father" of the New Jersey Transit Village program, an 11-agency collaboration that fosters and rewards development of strong communities of place centered on transit stations. As chair of the Transit Village Task Force, Mr. Barnes oversaw day to day operation of the program and managed designation of some two dozen Transit Villages. Small grant and technical assistance programs from partner agencies have resulted in more than \$1 billion in new private investment.

New Jersey Access Code Main Street Designation. Project director. Conceived as a congestion management tool some 25 years ago, the New Jersey Highway Access Code reflected transportation planning assumptions of that time: bigger is better and reduce side friction. With a changing world that focuses on compact nodes of development, new ideas were necessary. Recognizing that many state highways also served as community main streets, Mr. Barnes oversaw the Access Code Main Street Designation initiative, which sought to recognize historic development patterns and bring walking, biking and transit into the design process as peers with the automobile.

New Jersey Statewide Freight Master Plan. Principal-in-charge. First ever New Jersey Statewide Freight Master Plan. With one of the largest ports in the nation and excellent highway and rail connections for goods movement, New Jersey is at the eye of the

storm, in terms of annual ton miles of freight. But freight movement has significant impacts on infrastructure, as both wear and tear and congestion take their toll. The SFMP took an overall look at these issues, set statewide policies, and recommended strategies and projects to facilitate more efficient goods movement. The resulting strategies and projects were incorporated into NJDOT's project development process and capital improvement program.

New Jersey Alternate Fuels Infrastructure Plan. Principal-in-charge. Long an advocate for alternatives to petroleum based fuel, served as NJDOT's principal-in-charge on a public-private task force convened by the governor. Mr. Barnes role was to pave the way for development and deployment of alternate fuels infrastructure through both policy initiatives and strategic capital investments. The partnership resulted in both an Energy Master Plan and a Greenhouse Gas Reduction Plan, adopted jointly by NJDOT and NJDEP.

New Jersey State Development and Redevelopment Plan. Transportation practice lead and primary author. Mr. Barnes was the transportation practice lead and primary author of the transportation element of the New Jersey State Development and Redevelopment Plan. Modeled on the municipal comprehensive plan, the SDRP seeks to provide policy guidance to state agencies, inform capital investment programs, and as a declaration of state policy for regional and local governments. As a result of Mr. Barnes involvement, a large number of innovative ideas and practices were included in the Plan.

New Jersey Long Range Transportation Plan. Principal-in-charge. Mr. Barnes was the principal-in-charge of the Statewide Long Range Transportation Plan, NJDOT's 25-year vision plan for transportation investments. Building on innovative planning practices such as Mobility and Community Form and Transit Villages, the plan offers a non-traditional look at planning priorities and infrastructure investment.

WARD 8 COMMUNITY SUMMIT Washington, D.C.

FIRM Louis Berger Group

END DATE

2011

OWNER CONTACT

Geraldine Gardner, AICP
Associate Director

Neighborhood Planning
DC Office of Planning

1100 4th Street SW, Suite
E650

Washington, DC 20024
202.442.8970

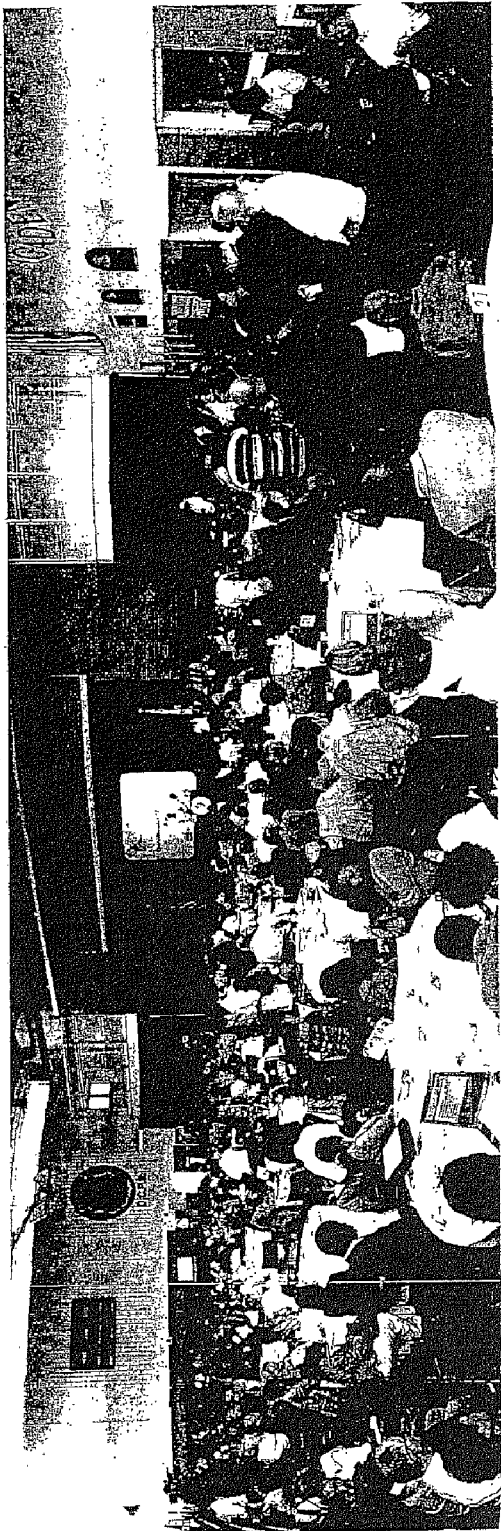
On Saturday, July 9, 2011, nearly 600 Ward 8 residents, community leaders, District officials, and guests joined Mayor Vincent C. Gray, council member Marlon Barry, other council members, and Agency Directors at the Savoy and Thurgood Marshall Academy Sports and Learning Center to discuss the new developments occurring in Ward 8. At the Summit, participants worked together to help shape the future of Ward 8, focusing on three main goals:

- Show the community the big picture of potential development and investment in Ward 8 and clarify connections across projects;
- Listen to the community's guidance on key policy issues in housing, retail, transportation, and jobs; and
- Support actions the community can take to shape the future of Ward 8 and connect with opportunities in and outside of the ward.

Throughout the meeting, participants used keypad polling to register their views and engaged in facilitated group discussions about the future of Ward 8 communities.

Following the summit, Mayor Vincent C. Gray and his administration will review feedback from the summit and report back to the community at a town hall meeting in mid September. Additional quarterly town meetings will be scheduled for the following year to ensure ongoing dialogue with citizens and the community.





ROUTE 1 BUS RAPID TRANSIT: PLAINSBORO COMPONENT Plainsboro, New Jersey

FIRM Louis Berger Group

END DATE
2008

OWNER CONTACT

Mike Viscardi
NJ Transit
One Penn Plaza East
Newark, NJ 07105
973.491.7183

LBG was selected by NJ TRANSIT as the General Planning Consultant. As the third task in this on-call contract, LBG was tasked with developing a concept and preliminary design for the portion of the proposed Route 1 BRT system located in Plainsboro, New Jersey. The project included the study of alternative alignments through existing business developments, as well as coordination with future developments. In addition, the task included analysis of existing signalized intersections to determine potential modifications to improve future BRT service.

LBG developed conceptual alignment plans, alternative station configurations and locations, and alternative options to accommodate future development. The BRT guide way alignment options were evaluated in terms of impacts to the environment, service options, and travel time for users.

LBG prepared preliminary designs of the recommended alternative, as well as BRT typical sections for both exclusive guide ways and shared-use roadways. LBG prepared an Alternative Analysis Report summarizing the results of the study.



TRANSIT FRIENDLY PLANNING, LAND USE, AND DEVELOPMENT New Jersey

FIRM Louis Berger Group

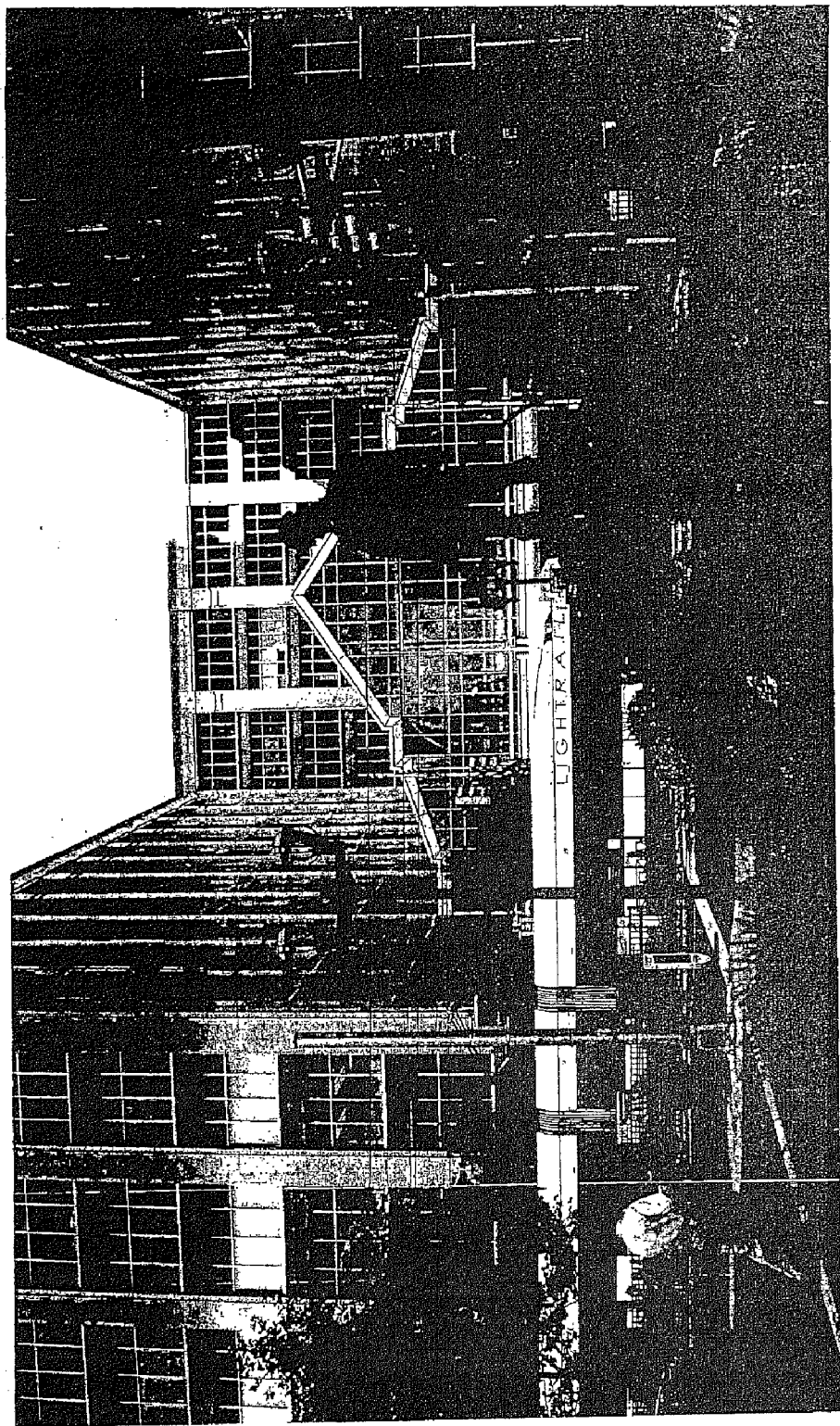
END DATE
2013

OWNER CONTACT

Vivian Baker
New Jersey Transit
One Penn Plaza East
Newark, NJ 07105
973.491.7822

New Jersey Transit is one of the nation's largest public transit agencies and a pioneer in the advocacy and planning for Transit Oriented Development (TOD). LBG is providing services to NJ Transit as part of its Transit-Friendly Planning, Land Use, and Development Program. LBG's duties include the development of a database of system-wide and state-wide TOD opportunities, evaluation of TOD opportunities, identification of transit-friendly intermodal access opportunities for rail and bus, and supporting the agency with community-based TOD education and planning assistance. The database task includes the development of criteria to track, evaluate, benchmark and prioritize transit investments, and identify key factors for success as well as implementation challenges. The database may be used to support funding applications, community outreach and stakeholder education and as a reporting mechanism and analytical tool. The database is supported by a GIS that will serve both an input and output function for data storage, analysis and to visualize and map program priorities.





ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID LY
CROUMLDATE (MM/DD/YYYY)
08/29/11

ACORD CERTIFICATE OF LIABILITY INSURANCE		OF ID LY CROUML	DATE (MM/DD/YYYY) 08/29/11
PRODUCER Cettai & Connell, Inc. P.O. Box 657 Woodbury NJ 08096 Phone: 856-848-8898 Fax: 856-848-3663		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Group Melvin Design, LLC 3 South Broad Street Woodbury NJ 08096		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: PIERLESS INSURANCE	
		INSURER B: AXIS INSURANCE CO.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LTR INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP8441045	04/16/11	04/16/12	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$15000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/PROP AGG \$2000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8440445	05/19/11	05/19/12	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC8447344	04/16/11	04/16/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000
B	PROFESSIONAL LIAB.	MCN000024481101	04/16/11	04/16/12	PER CLAIM 2000000 AGGREGATE 2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Evidence of Insurance.

CERTIFICATE HOLDER

County of Gloucester
 Pata Mercanti, Director
 Two S. Broad Street
 Woodbury NJ 08096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cettai & Connell, Inc.



THE STATE OF NEW JERSEY

DEPARTMENT OF LAW & PUBLIC SAFETY

DIVISION OF CONSUMER AFFAIRS

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DIVISION OF CONSUMER AFFAIRS

[OAG Home](#)**License Information**[Return to Search Results](#)**Name:** ROBERT F MELVIN**Address:** PHILADELPHIA, PA**Profession/License Type:** Professional Planners, Professional Planner**License No:** 33LI00401800**License Status:** Active**Issue Date:** 9/1/1988**Expiration Date:** 5/31/2012

For more information contact the New Jersey State Board of Professional Planners (973)504-6465



THE STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY

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DIVISION OF CONSUMER AFFAIRS



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OAG Services from A - Z

DIVISION OF CONSUMER AFFAIRS

License Information

[Return to Search Results](#)

Name: MICHAEL K MUELLER

Address: MORRISVILLE, PA

Profession/License Type: Professional Planners, Professional Planner

License No: 33LI00222800

License Status: Active

Issue Date: 12/1/1979

Expiration Date: 5/31/2012

For more information contact the New Jersey State Board of Professional Planners (973)504-8465



Department of Tax and Public Safety
Division of Consumer Affairs

The State Board of Professional Planners

This certifies that

Brent Cameron Barnes

having given satisfactory evidence to The State Board of Professional Planners of competency and fitness
to practice Professional Planning is hereby licensed to practice as a

Professional Planner

in the State of New Jersey as provided by Law and subject to the powers of revocation vested in the said Board.

File # 5370

Issued and attested by the Seal of The State Board of Professional Planners on this 23 day of September 1996

<u>Joe Kuyf</u>	President
<u>Paul P. Henry</u>	Vice President
<u>James Hall</u>	Executive Director



THE AMERICAN INSTITUTE OF
CERTIFIED PLANNERS

BRENT C. BARNES

Has qualified as a

Member

with all benefits of a Certified Planner and responsibility to the
AICP Code of Ethics and Professional Conduct.

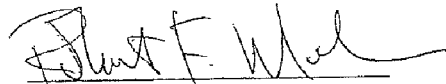
Membership Certificate Number 006590

1999-1-1000

AFFIDAVIT OF ROBERT F. MELVIN, AICP/PP

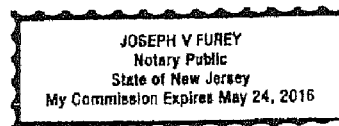

The undersigned, Robert F. Melvin, AICP/PP of full age and after being duly sworn according to law, deposes and says:

1. I am a Professional Planner of the State of New Jersey and have been licensed to practice since September 1, 1988;
2. My License to practice Planning is not suspended, revoked or subject to any disciplinary proceedings seeking a suspension or revocation of my License;
3. I understand that any willfully false statements contained herein may subject me to punishment as provided by law.



Robert F. Melvin, AICP/PP
Professional Planner
License No: 33L100401800

Sworn and subscribed to before me on this
2 day of September 2011.



Debarment Statement

The firm and individuals assigned are not disbarred, suspended or prohibited from professional practice.

Disclosure Statement:

The Louis Berger Group, Inc. (LBG), effective November 5, 2010, has entered in to a series of agreements, including a Deferred Prosecution Agreement (DPA) with the US Attorney's Office for the District of New Jersey, and an Administrative Agreement with the US Agency for International Development (USAID), acting on behalf of the entire US government, to globally resolve issues related to overbilling on cost plus federal contracts it performed in whole or in part overseas between 1999 and 2007. Neither the DPA nor any other agreement alleges that LBG's conduct affected the quality of its work or involved billings to its domestic clients.

LBG has fully cooperated with the government throughout its investigation. The Company has revised its internal control procedures and ethics training programs. It has also instituted an enhanced compliance program. The Company has made full restitution and paid significant fines and penalties. Persons responsible for the wrongdoing were separated from the Company and new management has been installed.

USAID determined that due to LBG's corrective actions, remedial actions, financial restitution, corporate improvements and further undertakings, the Company had provided adequate assurance that LBG's continued dealings with the government will be conducted responsibly. The US Attorney's office concurred with these findings. As a result, the Company continues to provide services for, and be eligible to pursue and receive contracts from, the federal government. The Company also remains eligible to pursue and receive contracts from other government entities.

AFFIRMATIVE ACTION STATEMENT

STATE OF NEW JERSEY, COUNTY OF: GLOUCESTER

I, Robert F. Melvin of the City of Woodbury in the County of Gloucester and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say:

That I am familiar with the Affirmative Action requirements of Public Law 1975, C. 127 (NJAC 17:27), as revised and amended to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

That my firm has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by Public Law 1975, C. 127, as amended and revised to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

That in the event that this Contract is awarded to my firm, I shall comply with all the Affirmative Action requirements of the State of New Jersey. I have enclosed a copy of the AA302 certificate.

(Signed) Robert F. Melvin

(Type or Print Name) Robert F. Melvin, Principal

(Company Name) Group Melvin Design

(Address) 3 South Broad Street, Suite 3C

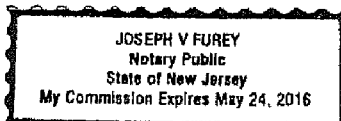
Woodbury, New Jersey 08096

(Phone) 856.251.9989

Sworn to me and subscribed before me this

2 day of September 2011

Joseph V. Furey
Notary Public



(CORPORATE SEAL)



The Louis Berger Group, Inc.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It has been and remains the policy of The Louis Berger Group, Inc. to provide equal employment opportunity and not to discriminate against any employee or applicant for employment on account of race, color, religion, sex, national origin, age, marital status, sexual orientation or physical disability. The Company has taken and will continue to take affirmative action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, sexual orientation, veteran status or physical disability.

Equal opportunity and equal consideration will be given to all applicants and employees in personnel actions which include among others: recruitment and employment; promotion, demotion, and transfer; lay-off, termination and recall; rates of pay, benefits, or other compensation.

It remains the intention of the Company to provide full employment opportunities for members of minority groups and women and to employ representative numbers at all job levels through aggressive recruitment and upgrading actions. It is also the policy to coordinate, throughout the Company, affirmative action directed at seeking minority personnel, female personnel and handicapped, veterans of Vietnam era and disabled veterans personnel for employment and to provide encouragement and direction to our staff members to advance within the limits of each individual's capabilities.

To further its goal of equal employment opportunity for all employees and prospective employees without regard to race, color, religion, sex, age, national origin, disability, creed, citizenship status, sexual orientation, marital status, or any other basis prohibited by applicable law, the Corporation states as its policy the following:

It will be the policy of The Louis Berger Group, Inc., in accordance with all applicable laws, to recruit, hire, train, and promote persons in all job titles without regard to race, color, religion, sex, age, national origin, disability, creed, citizenship status, sexual orientation, marital status, or any other basis prohibited by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only valid qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, national origin, disability, creed, citizenship status, sexual orientation, marital status, or any other basis prohibited by applicable law.

To assure compliance with the plan, Terry Williams, Affirmative Action Officer, has been designated to administer and monitor the plan and make reports to Senior Management. The Plan is available for inspection in accordance with applicable regulations.

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey

COUNTY OF Gloucester

I, Robert F. Melvin of the City of Woodbury
(Name)
in the County of Gloucester and the State of New Jersey of
full age,
being duly sworn according to law on my oath depose and say that:

I am Robert Melvin Principal
(Name) (Title, Position, etc.)

in the firm of GroupMelvinDesign the bidder making the proposal to the
County of Gloucester for work under

Gloucester County South Jersey Transit Expansion Framework Study RFP # 011-050
(Proposal)

and that I executed the said Proposal with full Authority to do so; that said Bidder has
not, directly or indirectly entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free, competitive bidding in connection with
the above named project; and that all statements contained in said Proposal and in
this Affidavit are true and correct, and made with full knowledge that the

Robert F. Melvin, AICP/PP
(Name of Owner)

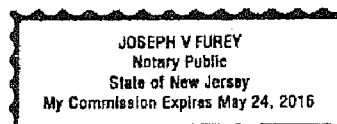
relies upon the truth of the statements contained in said Proposal and in the
statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement or understanding for commission,
percentage brokerage, or contingent fee, except Bona Fide employees of the
Contractor, and as may be permitted by law.

Robert F. Melvin
Robert F. Melvin, AICP/PP

Subscribed and Sworn to before me this 2 day of September 2011

Joseph V. Furey
Notary Public of State of New Jersey
My Commission Expires May 24, 2016



STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION****CHECK ONE:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check which business entity applies:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
☐ Limited Partnership Corporation
 ☒ Limited Liability Partnership
 ☐ Limited Liability
☐ Subchapter S Corporation
 ☐ Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where incorporated: _____

Business Address:

3 South Broad Street, Suite 3C Woodbury, New Jersey 08096

Street Address City State Zip

856.251.9989/856.202.8007 melvin@groupmelvindesign.com

Telephone # Fax# Email

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

Name	Home Address
Robert F. Melvin, AICP/PP	143 B N 22 nd Street Philadelphia, PA 19103

Name	Home Address
------	--------------

Name	Home Address
------	--------------

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes ☐ No ☐

Signature: Robert F. Melvin Date: _____

Printed Name and Title: _____

Sworn and subscribed
before me this 2
day of September 2011

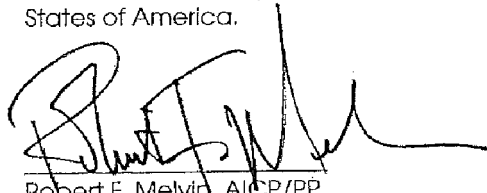
Joseph V. Furey

JOSEPH V FUREY
Notary Public
State of New Jersey
My Commission Expires May 24, 2016

GROUPmelvinDESIGN

The firm will comply with the General Terms and Conditions required by the County and enter into the County's standard Professional Services Contract.

Further, all services provided by this firm will be performed with in the United States of America.



Robert F. Melvin, AICP/PP
Principal

9-1-11

Date

Performance of Work

All work by LBG will be performed within the United States of America.

03/17/08

Taxpayer Identification# 262-084-779/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.


Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
GROUP MELVIN DESIGN LIMITED LIABILITY CO		
ADDRESS:	SEQUENCE NUMBER:	
3 SOUTH BROAD STREET SUITE 3C	1395679	
WOODBURY NJ 08096	ISSUANCE DATE:	
EFFECTIVE DATE:	03/17/08	
03/14/08	 Director New Jersey Division of Revenue	
FORM BRC(08-01) <small>This Certificate is NOT assignable or transferrable. It must be conspicuously displayed at above address.</small>		

10/12/07

Taxpayer Identification# 221-754-524/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

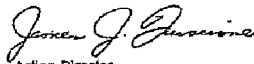
If you have any questions or require more information, feel free to call our Registration Hotline at (800)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: THE LOUIS BERGER GROUP, INC.	TRADE NAME:	
ADDRESS: 412 MOUNT KEMBLE AVE MORRISTOWN NJ 07960	SEQUENCE NUMBER: 0088251	
EFFECTIVE DATE: 05/08/63	ISSUANCE DATE: 10/12/07	
 Acting Director New Jersey Division of Revenue		
FORM-BRC(01-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

State of New Jersey

Division of Consumer Affairs

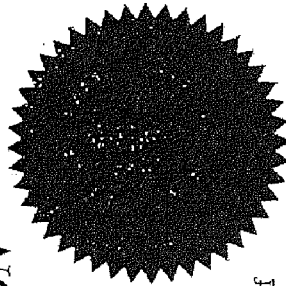
State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

THE LOUIS BERGER GROUP, INC.
412 MOUNT KEMBLE AVE.
P.O. BOX 1946
Morristown NJ 07960

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION



to offer the following services

Engineering

09/01/2010 08/31/2012

Person in Responsible Charge

DEMETRIOS J STAMATIS

For the names of other Responsible Charge Licensees, go to: <http://www.niconsumeraffairs.com/pels/certtpt.pdf>

Date: September 22, 2010
Certificate No. 24GA27933700
Expiration Date: 08/31/2012

Executive Director

Certification 37157

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2005** to **15-JUL-2012**

GROUP MELVIN DESIGN LLC
3 SOUTH BROAD ST.
WOODBURY NJ 08096

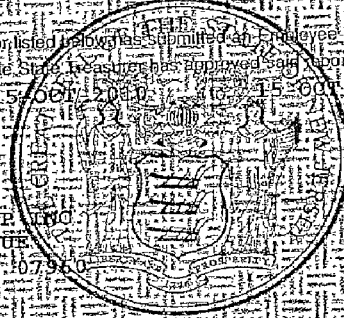


A handwritten signature in black ink, appearing to be "D. L. ...", written over a horizontal line.

Acting State Treasurer

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-06-2010 to 15-06-2013.



THE LOUIS BERGER GROUP INC.
412 MOUNT KEMBLE AVENUE
MORRISTOWN NJ 07960


Andrew P. Slamon, Esq.
State Treasurer

27.11.19

11.11.19

(Cost Plus Fixed Fee Contracts)

This form is for use when submission of cost or pricing data for a Cost Plus Fixed Fee contract is required.

Page No.

No. Of Pages

Name of Offeror Group Malvin Design

Group Malvin Design

[illegible]

Home Office Address

3 S Broad St Ste 3C, Woodbury, NJ

Planning Services + Transit Assessment

Divisions and Locations Where Work is to be Performed:

Woodbury, NJ

Total Amount of Proposal	
--------------------------	--

\$100,000

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT LABOR - Specify Employee Title	Estimated Hours	Payroll Rate/ Hours	Est Cost (\$)	Reference
Principal-in-charge	57	\$60.00	\$3,420	
Director of Design	290	\$47.27	\$13,709	
Planning Analyst	496	\$29.09	\$14,429	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
TOTAL DIRECT LABOR			\$31,558.17	
2. LABOR OVERHEAD (Specify Cost Center)	O.H. Rate	X Direct Labor Base =	Est Cost (\$)	
Office	160.00%	\$31,558.17	\$47,337.25	
TOTAL LABOR OVERHEAD			\$47,337.25	
3. Direct Expenses (From Exhibit A)				
Total Direct Expenses			\$1,515.03	
4. SUB-CONSULTANTS - (You must provide a separate detailed budget for each if over \$5,000)			Est Cost (\$)	
Louis Berger Associates			\$11,700.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL SUB-CONSULTANTS			\$11,700	
5. TOTAL OF ITEMS 1 -4: DIRECT LABOR, LABOR OVERHEAD, DIRECT EXPENSES, SUB-CONSULTANTS			\$92,110	
FEE OR PROFIT (10% of ITEMS 1 AND 2: Direct Labor & Overhead)			\$7,895.42	
Items 1 & 2-Direct Labor and Overhead				
6. Fee or Profit			\$7,895.54	
7. TOTAL ESTIMATED COST AND FEE OR PROFIT (ADD ITEMS 5 AND 6)				\$100,000.00

This Proposal is Submitted for use in connection with and in response to (Describe RFP, etc.)

Gloucester County South Jersey Transit Expansion Framework Study
and reflects our best estimates as of this date, in accordance with the instructions to Offerors and the Footnotes which follow.

TYPED NAME AND TITLE

Robert Melvin, PP, AICP, Principal

SIGNATURE

NAME OF FIRM

Group Melvin Design

Date of Submission

11/2/2011

EXHIBIT A-SUPPORTING SCHEDULE - DIRECT EXPENSES (specify if more space is needed, use reverse)

COST EL NO.	Item Description (See footnote 5)	EST COST (\$)
	Materials and Supplies (Describe)	
	Printing workshop materials and final reports	\$650.00
	Plotting and mounting boards for workshops	\$680.00
	Workshop supplies: markers, dots, post-its, nametags, etc	\$150.00
		\$0.00
		\$0.00
	Travel (Describe)	
	Mileage	\$35.03
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Special Equipment and/or Testing (Describe)	
		\$0.00
		\$0.00
	Other Direct Expenses (Describe)	
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Total Direct Expenses	\$1,515.03

I. Has any Executive Agency of the United States Government Performed any Review of Your Accounts or Records in Connection with any other Government Prime Contract or Subcontract Within the Past Twelve Months?

☐ YES ☒ NO (If Yes, identify below)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL

TELEPHONE NUMBER/EXTENSION

II. Will you Require the use of any Government Property in the Performance of this Proposed Contract?

☐ YES ☒ NO (If Yes identify on reverse or separate page)

III. Do you now Require Government Contract Financing to Perform this Proposed Contract?

☐ YES ☒ NO ☐ Advance Payments ☐ Progress Payments or ☐ Guaranteed Loans
(If yes, identify)

IV. Do you now hold any Contract (Or, do you have independently financed (IR&D) projects) For the same or similar work called for by this Proposed Contract?

☐ YES ☒ NO (If yes, identify)

V. Does this Cost Summary Conform with the Cost Principles set forth in Agency Regulations?

☒ YES ☐ NO (If No explain on reverse or separate page)

(Cost Plus Fixed Fee Contracts)

Page No.

No. Of Pages

Supplies and/or Services to be Furnished

Planning Services + Transit Assessment

Total Amount of Proposal	
--------------------------	--

\$11,700

	Estimated Hours	Payroll Rate/ Hours	Est Cost (\$)	Reference
1. DIRECT LABOR- Specify Employee Title				
Principal-in-charge	100	\$42.55	\$4,255	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
TOTAL DIRECT LABOR			\$4,254.55	
2. LABOR OVERHEAD (Specify Cost Center)	O.H. Rate	X Direct Labor Base =	Est Cost (\$)	
Office	150.00%	\$4,254.55	\$6,381.82	
			\$0	
			\$0	
TOTAL LABOR OVERHEAD			\$6,381.82	
3. Direct Expenses (From Exhibit A)				
Total Direct Expenses			\$0.00	
4. SUB-CONSULTANTS - (You must provide a separate detailed budget for each. If over \$5,000)			Est Cost (\$)	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL SUB-CONSULTANTS			\$0	
5. TOTAL OF ITEMS 1 -4: DIRECT LABOR, LABOR OVERHEAD,DIRECT EXPENSES, SUB-CONSULTANTS			\$10,636	
FEE OR PROFIT (10% of ITEMS 1 AND 2 :Direct Labor & Overhead)				
Items 1 & 2-Direct Labor and Overhead			\$10,636.36	
6.Fee or Profit			\$1,063.64	
7. TOTAL ESTIMATED COST AND FEE OR PROFIT (ADD ITEMS 5 AND 6)			\$11,700.00	

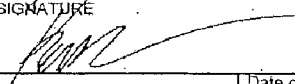
This Proposal is Submitted for use in connection with and in response to: (Describe RFP, etc.)

Gloucester County South Jersey Transit Expansion Framework Study
and reflects our best estimates as of this date, in accordance with the instructions to Offerors and the Footnotes which follow.

TYPED NAME AND TITLE

Brent Barnes, PP, AICP, Principal

SIGNATURE



NAME OF FIRM

Brent Barnes Consulting

Date of Submission

11/2/2011

EXHIBIT A-SUPPORTING SCHEDULE - DIRECT EXPENSES (specify if more space is needed, use reverse)

COST EL NO.	Item Description (See footnote 5)	EST COST (\$)
	Materials and Supplies (Describe)	
	Printing workshop materials and final reports	\$0.00
	Plotting and mounting boards for workshops	\$0.00
	Workshop supplies: markers, dots, post-its, nametags, etc	\$0.00
		\$0.00
	Travel (Describe)	
	Mileage	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Special Equipment and/or Testing (Describe)	
		\$0.00
		\$0.00
	Other Direct Expenses (Describe)	
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Total Direct Expenses	\$0.00

I. Has any Executive Agency of the United States Government Performed any Review of Your Accounts or Records in Connection with any other Government Prime Contract or Subcontract Within the Past Twelve Months?

☐ YES ☒ NO (If Yes, identify below)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL

TELEPHONE NUMBER/EXTENSION

II. Will you Require the use of any Government Property in the Performance of this Proposed Contract?

☐ YES ☒ NO (If Yes identify on reverse or separate page)

III. Do you now Require Government Contract Financing to Perform this Proposed Contract?

☐ YES ☒ NO ☐ Advance Payments ☐ Progress Payments or ☐ Guaranteed Loans
(If yes, identify)

IV. Do you now hold any Contract (Or, do you have independently financed (R&D) projects) For the same or similar work called for by this Proposed Contract?

☐ YES ☒ NO (If yes, identify)

V. Does this Cost Summary Conform with the Cost Principles set forth in Agency Regulations?

☒ YES ☐ NO (If No explain on reverse or separate page)

AMENDED

**Gloucester County Department of Public Works - Planning Division In-Kind
Services Match**

Scope of Work

Task 1.1	Employee	Hours	Rate	Total
Preparation with County Staff	Rick Westergaard	15	\$ 61.95	\$ 929.25
	Theresa Ziegler	12	\$ 45.61	\$ 547.32
	Jessica Lucas	12	\$ 28.54	\$ 342.48
	Paul Esposito	10	\$ 34.25	\$ 342.50
	Total			\$ 2,161.55

Task 1.2	Employee	Hours	Rate	Total
Study Advisory Committee Meetings	Rick Westergaard	18	\$ 61.95	\$ 1,115.10
	Theresa Ziegler	18	\$ 45.61	\$ 820.98
	Jessica Lucas	18	\$ 28.54	\$ 513.72
	Paul Esposito	15	\$ 34.25	\$ 513.75
	Total			\$ 2,963.55

Task 1.3	Employee	Hours	Rate	Total
Gloucester County Planning Board Meeting	Rick Westergaard	5	\$ 61.95	\$ 309.75
	Megan Patterson	1.5	\$ 24.23	\$ 36.35
	Theresa Ziegler	5	\$ 45.61	\$ 228.05
	Paul Esposito	7	\$ 34.25	\$ 239.75
	Total			\$ 813.90

Task 2.1	Employee	Hours	Rate	Total
Data Collection and Research	Rick Westergaard	10	\$ 61.95	\$ 619.50
	Theresa Ziegler	10	\$ 45.61	\$ 456.10
	Maurcen Leo	8	\$ 29.57	\$ 236.56
	Megan Patterson	5	\$ 24.23	\$ 121.15
	Jessica Lucas	15	\$ 28.54	\$ 428.10
	Paul Esposito	10	\$ 34.25	\$ 342.50
	Total			\$ 2,203.91

Task 2.4	Employee	Hours	Rate	Total
Stakeholder Interviews	Rick Westergaard	10	\$ 61.95	\$ 619.50
	Theresa Ziegler	9	\$ 45.61	\$ 410.49
	Megan Patterson	9	\$ 24.23	\$ 218.07

AMENDED

Jessica Lucas	10	\$ 28.54	\$ 285.40
Paul Esposito	5	\$ 34.25	\$ 171.25
Total			\$ 1,704.71

Task 3.0	Employee	Hours	Rate	Total
Community Workshops Preparation	Rick Westergaard	10	\$ 61.95	\$ 619.50
	Theresa Ziegler	12	\$ 45.61	\$ 547.32
	Megan Patterson	6.5	\$ 24.23	\$ 157.50
	Maureen Leo	6.5	\$ 29.57	\$ 192.21
	Jessica Lucas	12	\$ 28.54	\$ 342.48
	Paul Esposito	10	\$ 34.25	\$ 342.50
Total				\$ 2,201.50

Task 3.2	Employee	Hours	Rate	Total
Conduct Community Workshops	Rick Westergaard	10	\$ 61.95	\$ 619.50
	Theresa Ziegler	10	\$ 45.61	\$ 456.10
	Jessica Lucas	10	\$ 28.54	\$ 285.40
	Paul Esposito	10	\$ 34.25	\$ 342.50
	Total			\$ 1,703.50

Task 5.2	Employee	Hours	Rate	Total
Final Report - Review Draft	Rick Westergaard	15	\$ 61.95	\$ 929.25
	Theresa Ziegler	15	\$ 45.61	\$ 684.15
	Jessica Lucas	10	\$ 28.54	\$ 285.40
	Paul Esposito	10	\$ 34.25	\$ 342.50
	Total			\$ 2,241.30

Total	\$15,993.92
Fringe (58.19%)	\$9,306.86
Final Total Payroll	\$25,300.78

INVOICE

Delaware Valley Regional Planning Commission
The American College of Physicians Building
190 N. Independence Mall West — 8th Floor
Philadelphia, Pa. 19106-1520

Date: _____
Project No.: 11-66-110
Reporting Period
From: _____
To: _____

Attention: Accounting

This invoice is submitted consistent with the terms and conditions of the above referenced agreement:

1. Total Cost Incurred During Period \$ _____
2. Less Matching for Agency Grant (%)\$ _____
3. Net Amount Payable \$ _____

Submitted By: _____

(Signature)

Agency: The County of Gloucester, NJ

Project Title: South Jersey Transit Expansion Vision Plan

* Please attach all original invoices.

SAMPLE DETAILED INVOICE FOR GOVERNMENT AND NON-PROFITS*

Date: _____
 Project No.: 11-66-110 Agency: The County of Gloucester, NJ Title: South Jersey Transit Expansion Vision Plan
 Reporting Period: From: ____/____/____ to: ____/____/____

The following is a true statement of the costs incurred by our staff during the period:

	Employee Name	Employee Title	Hourly Payroll Rate	Hours	Total Costs
1					
2					
3					
4					
5					
6					

SUB-TOTAL \$ _____
 FRINGE/OVERHEAD \$ _____
 TOTAL LABOR \$ _____

NON- LABOR COSTS (Specify in Detail)

1		\$
2		\$
3		\$

Submitted By: _____
 Signature: _____ Date: ____/____/____
 TOTAL NON-LABOR \$ _____
 TOTAL COST \$ _____

*-It is suggested that consultants use their own format with a level of detail that corresponds to your cost proposal

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Form 10

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This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

Exhibit B.2

Article 1: Responsibilities and Services of the CONTRACTOR

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The CONTRACTOR hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The CONTRACTOR understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The CONTRACTOR bears primary responsibility for the administration and success of the PROJECT, although the CONTRACTOR is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The CONTRACTOR hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the CONTRACTOR and its employees or subcontractor under the personal supervision of a qualified Project Manager as shall be designated by the CONTRACTOR and approved by the COMMISSION. *Section Revised 2-2-98*

The CONTRACTOR agrees that the COMMISSION shall not be subject to any obligations or liabilities to any subcontractor or any other person not party to this Agreement. *Paragraph Added 2-2-98*

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the CONTRACTOR. All procurement expenses shall be borne by the CONTRACTOR. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The CONTRACTOR is required to submit a monthly summary progress report to

Exhibit B.3

the COMMISSION not later than ten (10) days after the close of the preceding month. This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the CONTRACTOR's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the CONTRACTOR shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The CONTRACTOR shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The CONTRACTOR hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The CONTRACTOR shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the CONTRACTOR's officers, employees or agents under this Agreement, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be subcontracted by the CONTRACTOR without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All subcontracts entered into by the CONTRACTOR shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The CONTRACTOR shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal

assistance if a real or apparent conflict of interest would be involved.
11-23-98

Section Added

Article 2: Assignability

2.1 The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the CONTRACTOR from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the CONTRACTOR under this Agreement shall be under the general supervision and direction of the COMMISSION.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the CONTRACTOR required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the CONTRACTOR. The cost for this data shall be only that of reproduction or processing. The CONTRACTOR shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the CONTRACTOR shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the CONTRACTOR.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the CONTRACTOR has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this

Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the CONTRACTOR's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the CONTRACTOR. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the CONTRACTOR. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the CONTRACTOR.

Section Revised 9-19-97

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the CONTRACTOR shall be in writing in the form of a letter from the COMMISSION to the CONTRACTOR, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

- a. When the CONTRACTOR requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.

Paragraph Revised 9-19-97

- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the CONTRACTOR will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other

principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the CONTRACTOR based on monthly or quarterly invoices which shall be submitted in writing by the CONTRACTOR to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the CONTRACTOR.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the CONTRACTOR based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the CONTRACTOR in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the CONTRACTOR in accordance with Article 1.7 hereof.

The CONTRACTOR's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the

CONTRACTOR has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the CONTRACTOR prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible under the Federal grant contract, the CONTRACTOR will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

Paragraph Added 2-2-98

6.5 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set

forth in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the CONTRACTOR by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the CONTRACTOR must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the CONTRACTOR shall, at the option of the COMMISSION, become the property of the COMMISSION and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the CONTRACTOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the CONTRACTOR, and the COMMISSION may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the CONTRACTOR for breach of this Agreement is determined.

7.7 Prior to termination for cause, the CONTRACTOR shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The CONTRACTOR may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the CONTRACTOR shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the CONTRACTOR has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the CONTRACTOR must refund or credit to the COMMISSION that portion of any funds paid or owed the CONTRACTOR and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The CONTRACTOR shall not make any new commitments without COMMISSION approval. The CONTRACTOR shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the CONTRACTOR, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the

issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the CONTRACTOR and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the CONTRACTOR for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the CONTRACTOR for minimizing costs.

8.4 Upon receipt of a stop-work order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the CONTRACTOR shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the Agreement shall be amended accordingly, provided the CONTRACTOR asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the CONTRACTOR's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the CONTRACTOR after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the CONTRACTOR.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article Revised 9-19-97

Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The CONTRACTOR agrees to comply with, and assure compliance of all subcontractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The CONTRACTOR agrees to comply with, and assure compliance by third

party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The CONTRACTOR agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the CONTRACTOR to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

- i. The CONTRACTOR hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 23.

- ii. The CONTRACTOR agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The CONTRACTOR agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the CONTRACTOR is required by AGENCY regulations to have a DBE program, the DBE program approved by the is incorporated by reference and made a part of this Agreement. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notifying the CONTRACTOR of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
- (d) Nondiscrimination on the Basis of Sex: To the extent applicable, the CONTRACTOR agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.
- (e) Nondiscrimination on the Basis of Age: The CONTRACTOR agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibit discrimination on the basis of age.
- (f) Access Requirements for Persons with Disabilities: The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The CONTRACTOR also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
 - i. USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
 - ii. USDOT regulations, "Nondiscrimination on the Basis of Handicap in

Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- (h) Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism: The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health

Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations.

Section Revised 11-23-98

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

Section Revised 11-23-98

11.3 Disclosure of Information

All information obtained by the CONTRACTOR in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The CONTRACTOR hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.).

Section Revised 9-19-97

11.5 Energy Conservation Program

The CONTRACTOR agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

Section Revised 9-19-97

11.6 Historic Preservation

In connection with carrying out this Project, the CONTRACTOR shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

11.7 Environmental Requirements

The CONTRACTOR shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

Section Added 9-19-97

11.8 Resource Conservation and Recovery Act

The CONTRACTOR shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

Section Added 2-2-98

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The CONTRACTOR shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq.

Section Added 2-2-98

11.10 Contract Work Hours and Safety Standards Act

The CONTRACTOR shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

Section Added 2-2-98

11.11 Metric System

To the extent required by the AGENCY, the CONTRACTOR agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

Section Added 9-19-97

11.12 False or Fraudulent Statements and Claims

The CONTRACTOR agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

Section Added 9-19-97

11.13 Incorporation of Provisions

The CONTRACTOR shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of the CONTRACTOR

13.1 The CONTRACTOR covenants that no member, officer or employee of the CONTRACTOR has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The CONTRACTOR shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The CONTRACTOR shall permit and shall require its subcontractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The CONTRACTOR agrees that any payment made by the COMMISSION to the CONTRACTOR, and any expenditures of the CONTRACTOR under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The CONTRACTOR agrees to remit to the COMMISSION any excess payments made to the CONTRACTOR, any costs disallowed as a result of audit, and any amounts recovered by the CONTRACTOR from third parties or other sources.

Paragraph Added 11-23-98

15.3 The CONTRACTOR shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the CONTRACTOR to surrender all records at the end of the three (3) year period for additional storage.

15.4 The CONTRACTOR shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The CONTRACTOR understands that the audit may be made available to the AGENCY.

and the Comptroller General of the United States.

Paragraph Revised 11-23-98

15.5 Should the COMMISSION audit the CONTRACTOR in place of the audit performed under 15.4 above, the COMMISSION's audit of the CONTRACTOR is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the CONTRACTOR's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the CONTRACTOR concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the CONTRACTOR or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which CONTRACTOR or subcontractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the CONTRACTOR's financial reports, or

other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the CONTRACTOR.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CONTRACTOR relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The CONTRACTOR shall not include in the data any copyrighted matter, unless the CONTRACTOR provides the COMMISSION with written permission of the copyright owner for the CONTRACTOR to use such copyrighted matter.

18.5 The CONTRACTOR bears responsibility for the administration of the PROJECT and therefore the CONTRACTOR alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to CONTRACTOR's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The CONTRACTOR shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim.

Article Revised 9-19-97

Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the CONTRACTOR divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the CONTRACTOR's material when the CONTRACTOR's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, CONTRACTOR may divulge or release information that is of direct interest to the CONTRACTOR, but which has no direct interest to the COMMISSION.

Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the CONTRACTOR or its employees or subcontractor, in the course of, in connection with, or under the terms of this Agreement, the CONTRACTOR shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the CONTRACTOR, or subcontractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401.

Major Revision 9-19-97

Article 21: Liquidated Damages

21.1 The CONTRACTOR agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the CONTRACTOR any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the CONTRACTOR may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the CONTRACTOR.

Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the CONTRACTOR in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works

on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or subcontractor engaged by the CONTRACTOR.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the CONTRACTOR, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and CONTRACTOR, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The CONTRACTOR hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative

- agreements) and that all subrecipients shall certify and disclose accordingly.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

**RESOLUTION AUTHORIZING A CONTRACT WITH GROUP MELVIN DESIGN
TO UNDERTAKE THE GLOUCESTER COUNTY SOUTH JERSEY TRANSIT
EXPANSION FRAMEWORK STUDY IN AN AMOUNT NOT TO EXCEED \$100,000
FOR THE CONTRACT TERM OF DECEMBER 28, 2011 THROUGH JUNE 30, 2012**

WHEREAS, the County of Gloucester (hereinafter the "County") has determined that it has a need for the professional services of a planning consultant to assist the County's Planning Department with preparation of the Gloucester County South Jersey Transit Expansion Framework Study (hereinafter the "Study"); and

WHEREAS, the County requested proposals for planning consultant services, via RFP 011-050, from interested providers, and evaluated those proposals consistent with the County's Fair and Open procurement process; and

WHEREAS, the evaluation, based upon the established criteria, concluded that Group Melvin Design (hereinafter "Melvin"), with offices at 3 South Broad Street, Woodbury, NJ 08096, made one of the most advantageous proposals; and

WHEREAS, the County desires to award a contract to Melvin for planning consultant services to assist the County Planning Department with preparation of the Study, as per the County's agreement with the Delaware Valley Regional Planning Commission (hereunder the "DVRPC") regarding same; and

WHEREAS, the contract with Melvin shall be for estimated units of service, for a minimum contract amount of Zero, and a maximum contract amount of \$100,000.00; so that the contract is therefore open-ended, which does not obligate the County to make any purchase; and

WHEREAS, since the contract is open ended, no Certificate of Availability of Funds is required at this time; and the continuation of the contract shall be conditioned upon grant funding from the DVRPC for the Study; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, but prior to any purchase being made pursuant to the contract, a Certificate of Availability must be obtained from the Purchasing Agent of the County certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid; and

WHEREAS, the contract is awarded pursuant to the County's Fair and Open Procurement Process, and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts is the provision of professional services for which bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute the contract attached hereto between the County and Melvin for the provision of planning consultant services in accordance with RFP-011-050, and the proposal submitted, for a minimum contract amount of zero, and a maximum contract amount of \$100,000, for the period beginning December 28, 2011, and concluding June 30, 2012; and

BE IT FURTHER RESOLVED, that before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent for the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County Budget out of which said funds will be paid; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of this contract and that this Resolution and the contract are on file and available for public inspection in the office of the Freeholder Board Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 28, 2011, Woodbury, New Jersey.



THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B3

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND GROUP MELVIN DESIGN**

This Contract is made this 28th day of December, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **GROUP MELVIN DESIGN** with offices at 3 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of planning consultant services to assist the County Planning Department with preparation of the Gloucester County South Jersey Transit Expansion Framework Study (hereinafter the "**Study**") in accordance with the County's agreement with the Delaware Valley Regional Planning Commission (hereinafter the "**DVRPC**"); and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services beginning **December 28, 2011**, and ending on **June 30, 2012**, upon being advised in writing to proceed by the County's applicable department or division director, or by the County's Administrator or Deputy Administrator.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated September 7, 2011 (hereinafter the "**Proposal**"), which was submitted in response to the County's Request for Proposal 11-050 (hereinafter the "**RFP**"). The Proposal and RFP are incorporated into, and made part of this Contract by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$100,000.00**.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

This Contract is open-ended, so that the County is not obligated to make any purchase hereunder. A Certificate of Availability of Funds shall be issued prior to any purchase under this Contract. This Contract shall be conditioned upon the County's receipt of grant funds for the Study from the DVRPC under the County's agreement with DVRPC regarding preparation of the Study.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the RFP, Proposal, and the County's agreement with the DVRPC regarding preparation of the Study, which are all incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in the RFP, and the County's agreement with the DVRPC regarding preparation of the Study.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. The Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment with regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specific herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000) in twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the events that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP, if any, which are specifically referred to and incorporated herein by reference; or if the County does not receive grant funding for any portion or all of the Study from the DVRPC.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the

County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination. The provisions of this Section 8 shall survive termination of this Contract.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificates for sufficiency and compliance with this Section and approval of said certificates and policy and/or policies shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy and/or policies in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance, as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

13. PARTIAL INVALIDITY. In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document, the RFP, the Proposal, and the County's agreement with the DVRPC regarding preparation of the Study. Should there occur a conflict between this form of Contract and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal or the County's agreement with the DVRPC regarding preparation of the Study, then this Contract, or the RFP, as the case may be, shall prevail. Should there occur a conflict between the Proposal and the County's agreement with the DVRPC regarding preparation of the Study, then the Proposal shall prevail.

THIS CONTRACT is dated this **28th** day of **December**, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GROUP MELVIN DESIGN

BY: _____

(Print Name)

(Print Title)

B3

BASIS OF AWARD
 (To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)
 The County will select the vendor deemed most advantageous to the
 County, based on price and other factors considered.

RFP – 011-050 –South Jersey Transit Framework Study- Group Melvin Design

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A. Proposal contains all required checklist information _____ 5 _____ points All required documentation submitted.		5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Proposal demonstrates excellent qualifications and project experience. _____ 25 _____ points		25
C. <u>Relevance and Extent of Similar Engagements performed</u> Firm has experience with Municipalities or Counties _____ 25 _____ points		21
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is realistic and documents knowledge of requirements with a satellite office located in the County _____ 25 _____ points		23
E. Reasonableness of Cost Proposal Ranked as 14 being high and 20 being low _____ 20 _____ points		16
TOTALS		90

B4

**RESOLUTION AUTHORIZING A GRANT APPLICATION
AND GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT
OF TRANSPORTATION BY THE COUNTY OF GLOUCESTER FOR
LOCAL COUNTIES AND MUNICIPALITIES LOCAL BRIDGES FUTURE
NEEDS 2012 IN THE AMOUNT OF \$400,000.00**

WHEREAS, the Office of the Gloucester County (hereinafter the "County") Engineer has requested authority and approval to submit an electronic Grant Application to the State of New Jersey for Local Counties and Municipalities Local Bridges Future Needs 2012 LBFN-2012-Gloucester County-00037 in the amount of \$400,000.00 from the State of New Jersey Department of Transportation for the fiscal year 2012 (hereinafter the "Grant Application") and to execute a Grant Contract with the New Jersey Department of Transportation for Repairs to Gloucester County Bridge 2-H-1, White Bridge on County Route 643 over Hessian Run, in the Township West Deptford, County of Gloucester (hereinafter the "Grant Agreement"), Engineering Project SA-30-01 (hereinafter the "Project"); and

WHEREAS, obtainment by the County of the afore-said grant for the Project is in the best interests of the residents of the County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester approves and authorizes the Grant Application and Grant Agreement for the Project; and

BE IT FURTHER RESOLVED that:

- (a) The Freeholder Director, and Clerk of the Board, be and are hereby directed and authorized to submit an electronic Grant Application identified as LBFN-00037 to the New Jersey Department of Transportation (hereinafter "NJDOT") on behalf of the County; and
- (b) The Freeholder Director's signature, and the Clerk's seal, shall serve to acknowledge the above Resolution, and constitute acceptance of the terms and conditions of the Grant Agreement, so that the execution of the Grant Agreement by the Freeholder Director, and Clerk of the Board, is hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 28, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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**RESOLUTION AUTHORIZING A GRANT APPLICATION AND
GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT
OF TRANSPORTATION BY THE COUNTY OF GLOUCESTER FOR
LOCAL COUNTIES AND MUNICIPALITIES LOCAL BRIDGES FUTURE
NEEDS 2012 IN THE AMOUNT OF \$600,000.00**

WHEREAS, the Office of the Gloucester County (hereinafter the "County") Engineer has requested authority and approval to submit an electronic Grant Application to the State of New Jersey for Local Counties and Municipalities Local Bridges Future Needs 2012 LBFN-2012-Gloucester County-00036 in the amount of \$600,000.00 from the State of New Jersey Department of Transportation for the fiscal year 2012 (hereinafter the "Grant Application") and to execute a Grant Agreement with the New Jersey Department of Transportation for the Replacement of Gloucester County Bridge 4-J-8, Barnsboro-Blackwood Road (CR603) over Mantua Creek, in the Townships of Mantua & Deptford, County of Gloucester (hereinafter the "Grant Agreement"), Engineering Project 08-05SA (hereinafter "Project"); and

WHEREAS, obtainment by the County of the afore-said grant for the Project is in the best interests of the residents of the County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester approves and authorizes the Grant Application and Grant Agreement for the Project; and

BE IT FURTHER RESOLVED that:

- (a) The Freeholder Director, and Clerk of the Board be and are hereby directed and authorized to submit an electronic Grant Application identified as LBFN-00036 to the New Jersey Department of Transportation (hereinafter "NJDOT") on behalf of the County; and
- (b) The Freeholder Director's signature, and the Clerk's seal, shall serve to acknowledge the above Resolution, and constitute acceptance of the terms and conditions of the Grant Agreement, so that the execution of the Grant Agreement by the Freeholder Director, and Clerk of the Board, is hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 28, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) EOD 9 BOMB SUIT FROM ALLEN-VANGUARD TO BE USED BY THE REGIONAL BOMB SQUAD IN THE TOTAL AMOUNT OF \$23,850.00, FROM THE FY09 HOMELAND SECURITY GRANT, THIS IS A GSA PURCHASE AND THE GSA# IS GS-07F-0207M

WHEREAS, the regional bomb squad has a need to purchase an EOD 9 bomb suit that will provide the highest degree of protection and operational flexibility for EOB and CBRN missions; and

WHEREAS, the County of Gloucester is permitted to utilize GSA (Government Services Administration) contract for purchases procured using Homeland Security funds; and

WHEREAS, it has been determined that the County of Gloucester can purchase the EOD 9 bomb suit for the purposes set forth herein from Allen-Vanguard of 2400 St. Laurent Boulevard, Ottawa, ON, K1G-6C4, Canada in the total contract amount of \$23,850.00 through a GSA number GS-07F-0207M; and

WHEREAS, the purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$23,850.00, pursuant to C.A.F. #11-1837, which amount shall be charged against budget line item G-02-09-181-000-20592.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase the EOD 9 Bomb Suit for the County of Gloucester for the use by the Regional Bomb Squad or the hereinabove purpose from Allen-Vanguard for the total contract amount \$23,850.00, though GSA purchase number GS-07F-0207M.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 28, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

F1

**RESOLUTION AUTHORIZING THE PURCHASE OF AUTOMATED
LICENSE PLATE READER (ALPR) EQUIPMENT AND ACCESSORIES FROM
GENERAL SALES ADMINISTRATION T/A MAJOR POLICE SUPPLY FOR THE
GLOUCESTER COUNTY PROSECUTOR'S OFFICE AND GLOUCESTER COUNTY
EMERGENCY RESPONSE THROUGH STATE CONTRACT NUMBER A80311
FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$125,000**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, the Gloucester County Prosecutor's Office and the Gloucester County Emergency Response has a need to purchase Automated License Plate Reader equipment and accessories; and

WHEREAS, it has been determined that the Gloucester County Prosecutor's Office and the Gloucester County Emergency Response can purchase the said equipment and accessories from General Sales Administration T/A Major Police Supply, 47 North Dell Avenue, Kenil, NJ 07847, for a total contract amount not to exceed \$125,000.00 through State Contract No. A80311 for the period of one year from December 28, 2011 to December 27, 2012; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and maximum contract amount of \$125,000.00. The contract is therefore open-ended, which does not obligate the Gloucester County Prosecutor's Office and the Gloucester County Emergency Response to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that State contract A80311 is hereby authorized for the purchase of Automated License Plate Reader equipment and accessories for the hereinabove purposes, for the period December 1, 2011 through September 30, 2012, at a minimum contract amount of zero and a maximum amount of \$125,000.00.

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on December 28, 2011 at Woodbury, New Jersey.

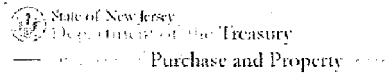


COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**



Notice of Award
Term Contract(s)

G-2001
AUTOMATIC LICENSE PLATE READER

Vendor Information
By Vendor
Email to JIM BALLARD

<p>Downloadable NOA Documents (Please utilize scroll bar on right side of box if necessary to view all documents)</p> <p>Download All Documents</p> <ul style="list-style-type: none"> • State Contract Manager Adobe PDF (24 kb) • Award Summary Adobe PDF (42 kb) <p>The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.</p> <p>Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.</p>

NOAs By Number**NOAs By Title****Search NOAs**

Index #:	G-2001
Contract #:	VARIOUS
Contract Period:	FROM: 06/11/11 TO: 06/30/13
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Purchase Bureau Use:	
Solicitation #:	22173
Bid Open Date:	06/00/00
CID #:	
Commodity Code:	

Set-Aside: NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only those items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

JIM BALLARD	BUYER	609-292-3019
JACKIE KEMERY	BUYER SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	PUB DATE:	11/23/11

VENDOR INFORMATION

Vendor Name & Address:	GENERAL SALES ADMINISTRATION T/A MAJOR POLICE SUPPLY ACH ELECTRONIC PAYMENT 47 N DELL AVENUE KENVIL, NJ 07847
Contact Person:	BRAD BADAL
Contact Phone:	973-584-7714
Order Fax:	000-000-0000
Contract#:	80311
Expiration Date:	06/30/13
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE, AZ 85283
Contact Person:	NICK STOCKING
Contact Phone:	800-467-4448
Order Fax:	480-760-1767
Contract#:	79037
Expiration Date:	05/31/13
Terms:	NONE
Delivery:	10 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO

Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PERCEPTICS LLC 9737 COGDILL ROAD SUITE 200N KNOXVILLE, TN 37922
Contact Person:	GERMAN MEDINA
Contact Phone:	305-542-9018
Order Fax:	954-342-4010
Contract#:	80310
Expiration Date:	06/30/13
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: GENERAL SALES ADMINISTRATION T/A MAJOR POLICE SUPPLY			Contract Number: 80311		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 838-83-082895 [TELECOMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: AUTOMATIC LICENSE PLATE READER EQUIPMENT REFERENCE GSA #GS-35F-0574X BRAND: FEDERAL SIGNAL MODEL: PIPS TECHNOLOGY DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00002	COMM CODE: 838-83-082896 [TELECOMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: AUTOMATIC LICENSE PLATE READER (ALPR) ACCESSORIES: REFERENCE GSA #GS-35F-0574X BRAND: FEDERAL SIGNAL MODEL: PIPS TECHNOLOGY DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00003	COMM CODE: 838-83-082897 [TELECOMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: AUTOMATIC LICENSE PLATE READERS (ALPR) MAINTENANCE: REFERENCE GSA #GS-35F-0574X BRAND: FEDERAL SIGNAL MODEL: PIPS TECHNOLOGY DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00004	COMM CODE: 838-83-082898 [TELECOMMUNICATION	1.000	EA	NET	N/A



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

G-2001

AUTOMATIC LICENSE PLATE READER SYSTEM

CONTRACTS #80310 and 80311

Award Summary

November 22, 2011

I. Compliance/Approval Requirements

All compliance and approval instructions may be found in NJ GSA Circular 11-03-DPP and U.S. General Services Administration ("GSA") Contracts #GS-35F-0574X and GS-07F-0107V.

II. Purpose

- a. The purpose of this two-year (2yr) Statewide Cooperative GSA contract is to allow the purchase of Automated License Plate Reader System ("ALPR") for the New Jersey Office of Homeland Security and Preparedness ("NJOHSP") and NJ Department of Treasury, Purchase Bureau Cooperative Purchasing Partners.

III. Award Method

- a. On June 11, 2011 Insight Public Sector, holding GSA Contract #GS-35F-0009U, was awarded NJ State contract #79037, and under this NJ / GSA priced contract #G2001 provided only Platescan brand ALPR equipment and related services.
- b. As of 5:00PM Pacific Standard Time on Friday, July 29th, 2011 Platescan, LLC ("Platescan") publicly issued a Cessation of Operations Notice thereby terminating its plans to continue customer support for Platescan products and services.
- c. On November 22, 2011 the NJ State contract #79037 with Insight Public Sector was inactivated under this NJ / GSA priced contract #G2001 due to a lack of availability of equivalent or better replacement and/or substitute equipment and services.
- d. The State has, based on price and other factors, subsequently awarded contract #80310 to Perceptics, LLC. ("Perceptics"), and contract #80311 to General Sales Administration *via* Major Police Supply, ("Major Police Supply", "GSA/MPS") per NJ GSA Circular 11-03-DPP and GSA

Contracts #GS07F-0107V and #GS-35F-0574X for Perceptics, and Federal Signal ALPR equipment brands, respectively.

- e. Each of the subject contracts comprises a total of four (4) individual price lines

IV. Directions for Use of Contract

- a. The Using Agency is instructed to review the GSA Vendor Contracts #GS-35F-0574X and #GS07F-0107V and the respective Price Schedules with each contractor for order planning, pursuant to the Terms and Conditions of GSA Vendor Contracts #GS-35F-0574X and #GS07F-0107V, and in compliance with NJ State Standard Terms and Conditions governing all proposals to the New Jersey Purchase Bureau.
- b. Where applicable, State and local law enforcement agencies can utilize federal Homeland Security Grant Program funding administered by the OHSP to purchase and deploy ALPR technology. For such purchases, the Using Agency is instructed to review and follow all OHSP Special Conditions for Funding Regarding Automated License Plate Readers.
- c. The Using Agency is instructed to submit a Request for Quote ("RFQ") and description of the anticipated project scope to each of the contract vendors for comparative pricing and to promote competitive bidding under this GSA priced contract where equipment and/or system standardization initiatives may not be applicable.
- d. Each contractor should respond to the Using Agency RFQ within 24hrs with a receipt acknowledgement and a projected date for the quote submittal.
- e. The contractor must adhere to the projected quote delivery date or immediately notify the Using Agency if the contractor is unable to submit its quote on the specified date, and request a new quote delivery date from the Using Agency.
- f. The Using Agency may at its own discretion extend a quote delivery date to the contractor for a commercially reasonable period of time. At no time shall the contractor be permitted to delay delivery of a quote for more than thirty (30) days.
- g. The State reserves the right to suspend all new orders to the contractor in the event the contractor cannot respond to a Using Agency RFQ in the preceding manner.
- h. The Using Agency may at its own discretion, based on price and other factors, select either of the contractors to provide equipment and services in order to meet Agency purchasing needs where equipment and/or services proposed by a contractor satisfy all form, fit and function specifications and requirements, and equipment standardization initiatives may not apply.
- i. The State contract Manager shall answer any questions or concerns about any aspect of the contract.
- j. The State reserves the right to modify in writing, its Directions for Use of Contract.

F2

**RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER
SOFTWARE AND MAINTENANCE FROM DELL MARKETING L.P. FOR THE
GLOUCESTER COUNTY PROSECUTOR'S OFFICE THROUGH STATE CONTRACT
NUMBER A77003 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$100,000**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, the Gloucester County Prosecutor's Office has a need to purchase computer software and maintenance for the Gloucester County Prosecutor's Office; and

WHEREAS, it has been determined that the Gloucester County Prosecutor's Office can purchase the said software and maintenance from Dell Marketing, L.P. of One Dell Way, Round Rock, TX 78682, for a total contract amount not to exceed \$100,000.00 through State Contract No. A77003 for the period of one year from December 28, 2011 to December 27, 2012; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of zero and maximum contract amount of \$100,000.00. The contract is therefore open-ended, which does not obligate the Gloucester County Prosecutor's Office to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that State contract A77003 is hereby authorized for the purchase of computer software and maintenance for the hereinabove purposes, for the period December 28, 2011 through December 27, 2012, at a minimum contract amount of zero and a maximum amount of \$100,000.00.

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on December 28, 2011 at Woodbury, New Jersey.

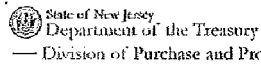


COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**



F2

**Notice of Award
Term Contract(s)**

M-0003

SOFTWARE LICENSE & RELATED SER

Vendor Information
Authorized Dealers
By Vendor
Email to MARIANNE BIXLER

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- Standard Terms and Conditions 2007 Adobe PL (58 kb)
- Third Party Agreement Adobe PDF (35 kb)
- State Contract Manager Adobe PDF (18 kb)
- Method of Operation Adobe PDF (140 kb)
- Amendment #1 - Supplemental Award Adobe PDF (17 kb)
- Amendment #2 - Product Addition Adobe PDF (17 kb)

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NOAs By Number NOAs By Title Search NOAs

Index #:	M-0003
Contract #:	VARIOUS
Contract Period:	FROM: 07/01/10 TO: 06/30/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name &	SEE VENDOR INFORMATION SECTION

Address:	
For Purchase Bureau Use:	
Solicitation #:	21493
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	-
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

MARIANNE BIXLER	BUYER	609-292-2194
KEVIN MOORE	BUYER SUPERVISOR	609-292-1256
	PUB DATE:	11/14/11

VENDOR INFORMATION

Vendor Name & Address:	DELL MARKETING LP ONE DELL WAY ROUND ROCK, TX 78682
Contact Person:	PATRICK LUNDE
Contact Phone:	800-988-4891
Order Fax:	000-000-0000
Contract#:	77003
Expiration Date:	06/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	EN POINTE TECHNOLOGIES

	SALES INC 18701 S FIGUEROA ST GARDENA, CA 90248
Contact Person:	BILL ABRAMS
Contact Phone:	877-609-5173
Order Fax:	000-000-0000
Contract#:	77562
Expiration Date:	06/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	SOFTWARE HOUSE INTERNATIONAL 33 KNIGHTSBRIDGE RD PISCATAWAY, NJ 08854
Contact Person:	DENISE VERDICCHIO
Contact Phone:	888-744-4084
Order Fax:	888-896-8860
Contract#:	77560
Expiration Date:	06/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 77003	Title: SOFTWARE LICENSE & RELATED SER
Dealer/Distributor Name & Address:	DELL MARKETING LP ONE DELL WAY ROUND ROCK TX 78682
Contact Person:	UNKNOWN
Contact Phone:	800-766-3355

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: DELL MARKETING LP			Contract Number: 77003		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...]	1.000	EACH	NET	N/A

	ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT APPLICATION AND COLLABORATION SERVICES				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076142 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT DEVICES, DRIVERS, CONFIGURATION AND UTILITIES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076143 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT FRAMEWORKS AND SUPPORT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076144 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT OPERATING SYSTEM AND COMPONENTS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SECURITY	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 208-80-076146 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT STORAGE, ARCHIVE, BACKUP AND RETRIEVAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 208-80-076147 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SYSTEM AND NETWORK MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 208-80-076149 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SYSTEM UTILITIES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 208-80-076150 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT	1.000	EACH	NET	N/A

http://www.state.nj.us/treasury/purchase/noa/contracts/m0003_... 12/16/2011

	VIRTUALIZATION AND VIRTUAL ENVIRONMENT SOFTWARE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 208-80-076151 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT OTHER: PLATFORM AND MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 208-80-076152 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE DATA	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 208-80-076153 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE EDUCATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 208-80-076154 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE REFERENCE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 208-80-076155 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE OTHER: EDUCATION AND REFERENCE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 208-80-076157 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS BROWSERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 208-80-076158 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT CONTENT MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 208-80-076159 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT DOCUMENT PUBLISHING AND AUTHORING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 208-80-076160	1.000	EACH	NET	N/A

http://www.state.nj.us/treasury/purchase/noa/contracts/m0003_... 12/16/2011

	[COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS E-MAIL AND COLLABORATION				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 208-80-076161 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INSTANT MESSAGING AND CONFERENCING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 208-80-076190 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INTERNET SERVICES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 208-80-076162 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INTERNET UTILITIES AND APPLICATIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 208-80-076163 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS MULTIMEDIA AND FILE VIEWER	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00023	COMM CODE: 208-80-076164 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT MULTIMEDIA PUBLISHING AND AUTHORING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00024	COMM CODE: 208-80-076475 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS OFFICE SUITES AND PRODUCTIVITY	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 208-80-076476 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TEAM COLLABORATIVE APPLICATIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 208-80-076477 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS	1.000	EACH	NET	N/A

TELEPHONY APPLICATIONS (NO VOIP)					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 208-80-076478 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TRANSLATION AND GLOBALIZATION	1.000	EACH	NET	N/A
00028	COMM CODE: 208-80-076479 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS WEB DESIGN AND DEVELOPMENT	1.000	EACH	NET	N/A
00029	COMM CODE: 208-80-076480 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS OTHER: CONTENT AND COMMUNICATIONS	1.000	EACH	NET	N/A
00030	COMM CODE: 208-80-076481 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL BUSINESS EQUIPMENT	1.000	EACH	NET	N/A
00031	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL CUSTOMER SERVICE	1.000	EACH	NET	N/A
00032	COMM CODE: 208-80-076483 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL DEVELOPMENT RESOURCES	1.000	EACH	NET	N/A
00033	COMM CODE: 208-80-076484 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL DEVELOPMENT TOOLS	1.000	EACH	NET	N/A
00034	COMM CODE: 208-80-076485 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL FACILITIES AND SECURITY	1.000	EACH	NET	N/A
00035	COMM CODE: 208-80-076486 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...]	1.000	EACH	NET	N/A

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	ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL FINANCE AND ACCOUNTING				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00036	COMM CODE: 208-80-076487 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL HUMAN RESOURCES AND ADMINISTRATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00037	COMM CODE: 208-80-076488 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL INFORMATION ACCESS & DELIVERY (REPORTING)	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00038	COMM CODE: 208-80-076489 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL INFORMATION AND DATA MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 208-80-076490 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL LEGAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00040	COMM CODE: 208-80-076491 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	COMM CODE: 208-80-076492 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL PURCHASING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 208-80-076493 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL RECORDS MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00043	COMM CODE: 208-80-076494 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SALES AND MARKETING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

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00044	COMM CODE: 208-80-076495 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SERVICES AND MANUFACTURING MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00045	COMM CODE: 208-80-076496 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SUPPLY CHAIN MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 208-80-076497 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL AND SCIENCE SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00047	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL EQUIPMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00048	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL OTHER: OPERATIONS AND PROFESSIONAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00049	COMM CODE: 208-80-076500 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE MAINTENANCE, UPGRADE AND/OR UPDATE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00050	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE INSTALLATION, CONFIGURATION AND/OR IMPLEMENTATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00051	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - SUPPORT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - TRAINING	1.000	EACH	NET	N/A
Vendor: EN POINTE TECHNOLOGIES		Contract Number: 77562			

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SALES INC					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT APPLICATION AND COLLABORATION SERVICES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076142 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT DEVICES, DRIVERS, CONFIGURATION AND UTILITIES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076143 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT FRAMEWORKS AND SUPPORT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076144 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT OPERATING SYSTEM AND COMPONENTS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SECURITY	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 208-80-076146 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT STORAGE, ARCHIVE, BACKUP AND RETRIEVAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 208-80-076147 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SYSTEM AND NETWORK MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 208-80-076149 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SYSTEM UTILITIES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

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00009	COMM CODE: 208-80-076150 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT VIRTUALIZATION AND VIRTUAL ENVIRONMENT SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 208-80-076151 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT OTHER: PLATFORM AND MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 208-80-076152 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE DATA	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 208-80-076153 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE EDUCATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 208-80-076154 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE REFERENCE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 208-80-076155 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE OTHER: EDUCATION AND REFERENCE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 208-80-076157 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS BROWERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 208-80-076158 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT CONTENT MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 208-80-076159 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND	1.000	EACH	NET	N/A

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	MANAGEMENT DOCUMENT PUBLISHING AND AUTHORING				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 208-80-076160 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS E-MAIL AND COLLABORATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 208-80-076161 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INSTANT MESSAGING AND CONFERENCING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 208-80-076190 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INTERNET SERVICES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 208-80-076162 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INTERNET UTILITIES AND APPLICATIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 208-80-076163 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS MULTIMEDIA AND FILE VIEWER	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00023	COMM CODE: 208-80-076164 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT MULTIMEDIA PUBLISHING AND AUTHORING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00024	COMM CODE: 208-80-076475 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS OFFICE SUITES AND PRODUCTIVITY	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 208-80-076476 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TEAM COLLABORATIVE APPLICATIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00026	COMM CODE: 208-80-076477 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TELEPHONY APPLICATIONS (NO VOIP)	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 208-80-076478 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TRANSLATION AND GLOBALIZATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 208-80-076479 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS WEB DESIGN AND DEVELOPMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 208-80-076480 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS OTHER: CONTENT AND COMMUNICATIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 208-80-076481 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL BUSINESS EQUIPMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL CUSTOMER SERVICE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 208-80-076483 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL DEVELOPMENT RESOURCES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 208-80-076484 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL DEVELOPMENT TOOLS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 208-80-076485 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL FACILITIES AND SECURITY	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00035	COMM CODE: 208-80-076486 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL FINANCE AND ACCOUNTING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00036	COMM CODE: 208-80-076497 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL HUMAN RESOURCES AND ADMINISTRATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00037	COMM CODE: 208-80-076488 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL INFORMATION ACCESS & DELIVERY (REPORTING)	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00038	COMM CODE: 208-80-076489 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL INFORMATION AND DATA MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 208-80-076490 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL LEGAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00040	COMM CODE: 208-80-076491 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	COMM CODE: 208-80-076492 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL PURCHASING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 208-80-076493 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL RECORDS MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00043	COMM CODE: 208-80-076494 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...]	1.000	EACH	NET	N/A

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	ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SALES AND MARKETING				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00044	COMM CODE: 208-80-076495 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SERVICES AND MANUFACTURING MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00045	COMM CODE: 208-80-076496 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SUPPLY CHAIN MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 208-80-076497 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL AND SCIENCE SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00047	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL EQUIPMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00048	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL OTHER: OPERATIONS AND PROFESSIONAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00049	COMM CODE: 208-80-076500 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE MAINTENANCE, UPGRADE AND/OR UPDATE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00050	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE INSTALLATION, CONFIGURATION AND/OR IMPLEMENTATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00051	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - SUPPORT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR	1.000	EACH	NET	N/A

	MICROCOMPUTERS...]				
	ITEM DESCRIPTION: SOFTWARE - TRAINING				
Vendor: SOFTWARE HOUSE INTERNATIONAL		Contract Number: 77560			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT APPLICATION AND COLLABORATION SERVICES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076142 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT DEVICES, DRIVERS, CONFIGURATION AND UTILITIES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076143 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT FRAMEWORKS AND SUPPORT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076144 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT OPERATING SYSTEM AND COMPONENTS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SECURITY	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 208-80-076146 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT STORAGE, ARCHIVE, BACKUP AND RETRIEVAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 208-80-076147 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SYSTEM AND NETWORK MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 208-80-076149 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...]	1.000	EACH	NET	N/A

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	ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SYSTEM UTILITIES				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 208-80-076150 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT VIRTUALIZATION AND VIRTUAL ENVIRONMENT SOFTWARE	1.000	EACH	NET	N/A
00010	COMM CODE: 208-80-076151 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT OTHER: PLATFORM AND MANAGEMENT	1.000	EACH	NET	N/A
00011	COMM CODE: 208-80-076152 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE DATA	1.000	EACH	NET	N/A
00012	COMM CODE: 208-80-076153 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE EDUCATION	1.000	EACH	NET	N/A
00013	COMM CODE: 208-80-076154 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE REFERENCE	1.000	EACH	NET	N/A
00014	COMM CODE: 208-80-076155 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE OTHER: EDUCATION AND REFERENCE	1.000	EACH	NET	N/A
00015	COMM CODE: 208-80-076157 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS BROWERS	1.000	EACH	NET	N/A
00016	COMM CODE: 208-80-076158 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT CONTENT MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

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00017	COMM CODE: 208-80-076159 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT DOCUMENT PUBLISHING AND AUTHORING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 208-80-076160 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS E-MAIL AND COLLABORATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 208-80-076161 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INSTANT MESSAGING AND CONFERENCING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 208-80-076190 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INTERNET SERVICES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 208-80-076162 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INTERNET UTILITIES AND APPLICATIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 208-80-076163 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS MULTIMEDIA AND FILE VIEWER	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00023	COMM CODE: 208-80-076164 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT MULTIMEDIA PUBLISHING AND AUTHORING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00024	COMM CODE: 208-80-076475 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS OFFICE SUITES AND PRODUCTIVITY	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 208-80-076476 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION:	1.000	EACH	NET	N/A

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	SOFTWARE - CONTENT AND COMMUNICATIONS TEAM COLLABORATIVE APPLICATIONS				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 208-80-076477 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TELEPHONY APPLICATIONS (NO VOIP)	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 208-80-076478 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TRANSLATION AND GLOBALIZATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 208-80-076479 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS WEB DESIGN AND DEVELOPMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 208-80-076480 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS OTHER: CONTENT AND COMMUNICATIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 208-80-076481 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL BUSINESS EQUIPMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL CUSTOMER SERVICE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 208-80-076483 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL DEVELOPMENT RESOURCES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 208-80-076484 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL DEVELOPMENT TOOLS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 208-80-076485 [COMPUTER SOFTWARE FOR	1.000	EACH	NET	N/A

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	MICROCOMPUTERS...]				
	ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL FACILITIES AND SECURITY				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00035	COMM CODE: 208-80-076486 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL FINANCE AND ACCOUNTING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00036	COMM CODE: 208-80-076487 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL HUMAN RESOURCES AND ADMINISTRATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00037	COMM CODE: 208-80-076488 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL INFORMATION ACCESS & DELIVERY (REPORTING)	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00038	COMM CODE: 208-80-076489 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL INFORMATION AND DATA MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 208-80-076490 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL LEGAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00040	COMM CODE: 208-80-076491 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	COMM CODE: 208-80-076492 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL PURCHASING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 208-80-076493 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL RECORDS MANAGEMENT	1.000	EACH	NET	N/A

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LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00043	COMM CODE: 208-80-076494 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SALES AND MARKETING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00044	COMM CODE: 208-80-076495 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SERVICES AND MANUFACTURING MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00045	COMM CODE: 208-80-076496 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SUPPLY CHAIN MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 208-80-076497 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL AND SCIENCE SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00047	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL EQUIPMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00048	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL OTHER: OPERATIONS AND PROFESSIONAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00049	COMM CODE: 208-80-076500 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE MAINTENANCE, UPGRADE AND/OR UPDATE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00050	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE INSTALLATION, CONFIGURATION AND/OR IMPLEMENTATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00051	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION:	1.000	EACH	NET	N/A

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SOFTWARE - SUPPORT					
LINE#	DESCRIPTION/MFR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - TRAINING	1.000	EACH	NET	N/A



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RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EAGLE POINT GUN/TJ MORRIS & SON FOR THE SUPPLY AND DELIVERY OF FEDERAL AMMUNITION(OR APPROVED EQUAL) FOR SHERIFF'S DEPARTMENT, CORRECTIONS AND THE PROSECUTOR'S OFFICE IN THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$120,000 PER YEAR FOR A PERIOD COMMENCING DECEMBER 28, 2011 AND TERMINATING DECEMBER 27, 2013 WITH AN OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO (2) YEAR PERIOD OR TWO (2) ONE (1) YEAR PERIODS

WHEREAS, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids for the supplying of ammunition for employees of the Gloucester County Sheriff's Department, Department of Corrections and the Gloucester County Prosecutor's Office and existing units; and

WHEREAS, after following the proper public bidding procedure, it was determined that Eagle Point Gun/TJ Morris & Sons, with offices at 1707 Third Street, Thorofare, New Jersey was the lowest most responsive and responsible bidder to perform said services, for a minimum contract of amount of Zero, and a maximum annual contract amount of \$120,000.00, as more specifically described in the bid specifications PD-011-058; and

WHEREAS, the contract shall be for the purchase of an estimated quantity of products, for a minimum contract of Zero, and a maximum annual contract amount of \$120,000.00; so that the contract is open ended, which does not obligate the County to make any purchase; and

WHEREAS, since the contract is open-ended, no Certificate of Availability of Funds is required at this time, but, continuation of the contract beyond December 28, 2013 is conditioned upon approval of the 2014 County Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and the Clerk of the Board, be and are hereby authorized and directed to execute the contract attached hereto between the County and Eagle Point Gun/TJ Morris & Sons for the purchase of ammunition commencing December 28, 2011, and terminating December 27, 2013, with an option to extend for one (1) two (2) year period, or two (2) one (1) year periods, for a minimum contract of zero, and a maximum annual contract amount of \$120,000.00;

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 28, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

F3

**CONTRACT
BETWEEN
EAGLE POINT GUN/T.J. MORRIS & SON
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 28th day of December , 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **EAGLE POINT GUN/T.J. MORRIS & SON**, of 1707 Third Street, Thorofare, New Jersey, 08086, (hereinafter referred to as "**Contractor**").

RECITALS

WHEREAS, there exists a need for the County to contract for the supplying of various ammunition needed for employees of the County's Sheriff Department, Department of Corrections, and the County Prosecutor's Office; and

WHEREAS, Contractor represents that it is qualified to supply said goods, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing December 28, 2011, and concluding on December 27, 2013. However, the County, at its option, and in its sole discretion, may extend this Contract for one (1) two (2) year term, or two (2) one (1) year terms.
2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices as set forth, and subject to all terms and provisions of, the Contractor's bid (hereinafter the "Proposal") which was submitted in response to the County's Bid invitation identified as #PD-011-058, (hereinafter the "Bid") which are incorporated by reference into and made a part of this Contract. Contractor shall be paid a minimum amount of \$0.00, and a maximum annual amount not to exceed \$120,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of this contract after December 28, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in this Contract, and the Bid and the Proposal, which are both incorporated herein by reference in their entirety.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Bid documents and the Proposal, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or

atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid, if any, which is specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or

suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice,

of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. METHODS OF WORK. Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, the Bid, and the Proposal, which are all referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Bid, then this Contract shall prevail. Should there occur a conflict between this form of Contract and/or the bid and the Proposal, then this Contract, or the Bid shall prevail, as applicable.

THIS CONTRACT is dated this 28th day of December, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

EAGLE POINT GUN/TJ MORRIS & SON

(Print Name)

(Print Title)

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**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER AND THE BOROUGH OF SWEDESBORO TO
PROVIDE LANDSCAPE DESIGN SERVICES**

WHEREAS, the Borough of Swedesboro ("Borough") located in the County of Gloucester, has a need for landscape design services, specifically for a downtown beautification project in the vicinity of St. Clare of Assisi Parish Center/School along Kings Highway and other possible projects for a period of one year, effective the date of signed resolution; and

WHEREAS, the County of Gloucester ("County") employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Borough has requested the County to make its Landscape Design Architect available to the Borough to provide such services for the Borough; and

WHEREAS, the County and the Borough desire to enter into an agreement consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

WHEREAS, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute the Shared Services Agreement to provide the services of the County's Landscape Design Architect to the Borough of Swedesboro for landscape design of a downtown beautification project in the vicinity of St. Clare of Assisi Parish Center/School along Kings Highway and other possible projects for a period of one year commencing with the date of the signed resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 28, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

61

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE BOROUGH OF SWEDESBORO
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 21st day of December 2011, by and between the **Borough of Swedesboro**, a body politic and corporate of the State of New Jersey (hereinafter the "Borough"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County").

RECITALS

WHEREAS, the Borough, which is located in the County, has need for a Landscape Architect's design services for a downtown beautification project in front of St. Clare of Assisi Parish Center/School along Kings Highway; and

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Borough has requested that County make its Landscape Design Architect available to the Borough for the provision of such services; and

WHEREAS, the County is willing and able to make its Landscape Design Architect available to the Borough for a period of one year commencing on the 28th day of December 2011; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Act"), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, the Borough and the County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Borough its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Borough for a downtown beautification project in front of St. Clare of Assisi Parish Center/School along Kings Highway and any possible projects.

B. NO PAYMENT FROM BOROUGH TO COUNTY.

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Borough. The parties agree that the Borough is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Borough intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Borough and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Borough represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Borough shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Borough agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Borough, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Borough and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be

performed entirely within such State, including all matters of enforcement, validity and performance.

- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of December 28, 2011 which date shall be considered the commencement date of this Shared Service Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. Di LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF SWEDESBORO

TANYA GOODWIN, CLERK

THOMAS FROMM, MAYOR

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**RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT,
AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS
NECESSARY FOR CLOSING REGARDING THE FARM PROPERTY OF DAVIDSON
GROUP, LLC, LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK
46, LOT 8, CONSISTING OF APPROXIMATELY 23.152 ACRES, IN THE AMOUNT
OF \$420,208.80 (CERTIFIED AT \$18,150.00 PER ACRE)**

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, DAVIDSON GROUP, LLC, having presented itself as the owner of the land and premises located in the Township of Woolwich (hereinafter the "Township"), and known as Block 46, Lot 8, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of approximately 23.152 acres, has made application to the County seeking to have the County purchase a development easement in the Property; and

WHEREAS, DAVIDSON GROUP, LLC, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County a development easement, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such a development easement will ensure that the Property remains permanently preserved, and restricted to agriculture use only, which has been determined to be for the public good; and

WHEREAS, the purchase of the development easement has previously received Board approval; and

WHEREAS, the Property has been determined to qualify for the purchase of said easement under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County will be providing the funds through its Farmland Preservation Program for the purchase of the said development easement in the amount of **\$420,208.80** which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase have been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$420,208.80** pursuant to CAF# 11-11511, which amount shall be charged against budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase a development easement in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County be, and the same hereby is, authorized to acquire a development easement in the premises known as Block 46, Lot 8 in the Township of Woolwich, County of Gloucester, State of New Jersey for **\$420,208.80**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **DAVIDSON GROUP, LLC**, in regard to the County's purchase of a development easement in the premises known as Block 46, Lot 8 in the Township of Woolwich, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

4. The appropriate County representatives be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 28, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CONTRACT TO SELL DEVELOPMENT EASEMENT

DAVIDSON GROUP, LLC

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: Davidson Group, LLC, having an address of 8 Seabreeze Lane, Avalon, NJ, 08202 (hereinafter collectively referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 1 North Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lot 8, Block 46, in the Township of Woolwich, County of Gloucester, and State of New Jersey (hereinafter the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 18,150.00 ASSUMED ACREAGE: Approximately
23.152 acres

ESTIMATED GROSS SALES PRICE: \$ 420,208.80

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

OF EXCEPTION AREAS: One - 2 acre non-severable exception

ATTACHMENTS TO CONTRACT: A - Deed of Easement - yes
B - Conditions on Excepted Land - no
C - Fuel Tank Disclosure - yes

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance

with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider

of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the

Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.8.1 and 2.8.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that

Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an

"agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly

accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State,

County or Municipal roads which abut the Property;
(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's

authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller

conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make

profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. **NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. **SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. **WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. **PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. **SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller

shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

DAVIDSON GROUP, LLC

BY: _____

Perri S. Wachter,
Managing Member

BUYER:

COUNTY OF GLOUCESTER

BY: _____

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Federal ID Tax Number

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF GLOUCESTER)

I certify to the following:

On _____, 2011, Perri S. Wachter, Managing Member of the Seller, Davidson Group, LLC (hereinafter "Davidson Group"), personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) She is named in, and personally signed the foregoing agreement for and on behalf of Davidson Group LLC as its Managing Member; and
- (b) She signed and delivered this agreement for Davidson Group LLC as its voluntary act and deed for the uses and purposes therein expressed, as authorized by its members; and,
- (c) She is the Managing Member of the Seller, and is duly authorized to sign this agreement, and to have delivered this agreement.

Notary

CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

DAVIDSON GROUP, LLC

BY: Perri S. Wachter, Managing Member